

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA  
MARCH 4, 2013  
6:30 P.M.**

002

- I. Call to Order/ (Closed Session) 6:00 P.M.**
- I. Call to Order/ (Regular Session) 6:30 P.M.**
- II. Invocation/Pledge of Allegiance**
- III. Adjustments/Approval of Agenda**
- IV. Public Comments**
- V. Approval of Consent Agenda**
- A. Minutes**
  - 1. February 13, 2013 Agenda Meeting Minutes ..... pg. 8**
- B. Tax**
  - 1. Tax Releases for March 2013 ..... pg. 9-57**
- C. Finance..... pg. 58-76**

The Winnabow Fire Department negotiated financing with the Local Government Federal Credit Union Commercial Lending for a new station in the amount of \$146,000 with quarterly payments of \$4,229. The department is in good standing with the county and appears to have the funds to make the payments.

The Chief provided the attached evidence of the published notice and held a public hearing on February 7, 2013 regarding the matter. A copy of the publication and proposed amortization schedule are attached. Chief Mercer provided the information to the Board of Commissioners to make the county aware of the financing. No action is needed.

**General Fund-GREAT Grant**

**Revenues:**

Gifts & Memorials	104309-383300	\$50
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**Expenditures:**

Supplies	104309-426000	\$50
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The budget amendment above is to appropriate \$50 of donated funds from the Brunswick County Bar Association for the Sheriff's Department GREAT Program to purchase a GREAT logo tablecloth for the graduation ceremony.

**General Fund-Sheriff's Department**

003

**Revenues:**

Gifts & Memorials	104310-383303	\$1,894
Other Sales & Services (Deputies Serving as Security for Events)	104310-383961	\$44,279

**Expenditures:**

Salary & Wages – Clothing	104310-412207	\$1,500
Salary & Wages – Temporary/Part- Time	104310-412600	\$20,000
Uniforms	104310-421200	\$20,000
Departmental Supplies	104310-426002	\$1,600
Travel – Subsistence	104310-431200	\$745
Repair & Maintenance. – Boat	104310-435210	\$779
Dues	104310-449100	\$400
Miscellaneous Expense	104310-449900	\$175
Employee/Volunteer Appreciation	104310-449939	\$974

The budget amendment above is to appropriate Gifts & Memorials and Sales & Services fees for deputies serving at events for a fee earned in excess of amounts budgeted for expenditures in the Sheriff's department budget that are anticipated to exceed amounts budgeted.

**General Fund- Detention Center****Revenues:**

County Inmate Reimbursement	104320-383994	\$69,810
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**Expenditures:**

Salary & Wages – Clothing	104320-412207	\$500
Uniforms	104320-421200	\$40,000
Equipment Less Than \$500	104320-426100	\$14,310
Repair & Maintenance - Equipment	104320-435200	\$15,000

The budget amendment above is to appropriate additional County Inmate Reimbursement revenue in the Detention Center for expenditures in the Sheriff's detention budget that are anticipated to exceed amounts budgeted.

**General Fund- Animal Protective Services****Revenues:**

Gifts & Memorials	104380-383303	\$5,511
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Expenditures:

Advertising	104380-439100	\$5,511
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The budget amendment above is to appropriate Gifts & Memorials received in the Animal Protective Services budget for advertising on a 14' x 36' billboard on highway 17 at the direction of the Sheriff.

**General Fund- Cooperative Extension**Revenues:

Miscellaneous Revenues	104950-383900	\$500
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Expenditures:

Special Projects	104950-423104	\$500
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The budget amendment above is to appropriate funds from the Corn Growers association designated for the purchase of a Nexus 7 tablet to be installed with agricultural applications and then loaned to growers on a schedule to allow sufficient time to utilize the technology without hindering other grower's technology usage in an effort to increase crop quality and quantity.

**Health Department-Breast and Cervical Cancer Control Program**Revenues:

State Revenues Restricted	135157-332102	\$4,400
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Expenditures:

Special Programs	135157-423100	\$4,400
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The budget amendment above is to appropriate additional state revenue in the amount of \$4,400 for special programs in the Breast and Cervical Cancer Control Program.

**Health Department-Environmental Health Food & Lodging Program**Expenditures:

Salary & Wages – Regular	135182-412100	(\$10,000)
Contracted Services	135182-439900	\$10,000

The budget transfer above is to transfer lapsed salaries in the Environmental Health Food & Lodging Program to for contracted services to required to maintain state inspection standards.

**Water Fund**Revenues:

Expendable Net Assets Appropriated	619800-399200	\$600,000
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Expenditures:

Capital Outlay- Electronic Meters	617110-459605	\$600,000
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The budget amendment above is to appropriate expendable net assets of the Water Fund for the purchase of electronic meters. The program to phase in electronic meters is currently ahead of schedule and the supply of meters will soon run out. The utility department is using county staff to install the meters to save funds. It is advantageous to provide the staff with more meters in this fiscal year to expedite the automated meter reading project so that the county can take advantage of the cost savings of not manually reading meters and additional service revenue from more accurate meters.

**County Capital Projects Fund**Revenues:

Performance Bond Revenues	438194-397000	\$(16,291)
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Expenditures:

Construction	438194-464002	(\$16,291)
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**County Capital Reserve Fund**Revenues:

Performance Bond Revenues	439801-397000	\$16,291
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Expenditures:

Undesignated Funds	439801-464299	\$16,291
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The budget amendment above is to transfer performance bonds to capital project reserve funds undesignated in order to close the Goose Marsh Project. The funds will be available for a future project at the discretion of the Board of Commissioners.

**County of Brunswick, North Carolina**  
**Brunswick County Goose Marsh Phase 1B Capital Project**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Goose Marsh Phase 1B Capital Project:

**Goose Marsh Phase 1B Capital Project:**Revenues:

Performance Bonds	<u>\$154,530</u>
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<b>Total Goose Marsh Phase 1B Capital Project Revenues</b>	<b>\$154,530</b>
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Expenditures:



Construction	<u>\$154,000</u>
<b>Total Goose Marsh Phase 1B Capital Project Expenditures</b>	<b>\$154,000</b>

Section 2. This Capital Project Ordinance shall be entered into the minutes of the March 4, 2013 meeting of the Brunswick County Board of Commissioners.

**D. Health – Proposed State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014** ..... pg. 77-110  
Staff requests approving the State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014.

## **VI. Presentation**

### **VII. Public Hearing**

**1. Planning – Map Amendment Z-12-696 Public Hearing, Second Reading & Adoption (Leslie Bell)** ..... pg. 111-119

Planning Staff recommends approval to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

Planning Staff recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

Planning Board recommends approval to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC [unanimous 7 to 0].

Planning Board recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC [unanimous 7 to 0].

## **VIII. Administrative Report**

**1. Planning – Proposed Map Amendment Z-13-697 First Reading and Setting of a Public Hearing (Leslie Bell)** ..... pg. 120-137

Staff recommends scheduling Public Hearing on Map Amendment Z-13-697 for April 1, 2013 at 6:30 p.m.

**2. Planning – Proposed Unified Development Ordinance Text Amendment UDO-13-01 First Reading and Setting of a Public Hearing (Leslie Bell)** ..... pg. 138-143

Staff recommends scheduling Public Hearing on UDO Text Amendment UDO-13-01 for April 1, 2013 at 6:30 p.m.

**3. Planning – Community Development Block Grant Monthly Status Report (Leslie Bell)** ..... pg. 144-146

Staff recommends receiving Community Development Block Grant Monthly Performance Status Report as Information.

4. **Public Utilities – Proposed Setting of a Public Hearing & Adoption of Changes to the County’s Sewer Use Ordinance (Jerry Pierce)** ..... pg. 147-199  
Staff recommends scheduling Public Hearing on County Sewer Use Ordinance Amendments for April 1, 2013 at 6:30 p.m.

**IX. Board Appointments**

1. **Economic Development Commission** ..... pg. 200
2. **Equalization & Review** ..... pg. 201-208
3. **Marine Fisheries Advisory Board** ..... pg. 209
4. **Nursing Home & Adult Care Home Community Advisory Committee (at-large)**..... pg. 210-212

**X. County Attorney’s Report**

**XI. Other Business/Informal Discussion**

**XII. Adjournment**

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
AGENDA MEETING  
FEBRUARY 13, 2013  
8:00 A.M.**

008

The Brunswick County Board of Commissioners held an Agenda Meeting on the above date at 8:00 a.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT: Commissioner Phil Norris, Chairman

STAFF: Marty K. Lawing, County Manager  
Steve Stone, Assistant County Manager  
Bryan Batton, Assistant County Attorney  
Ann Hardy, Fiscal Operations Director  
Margie Stephenson, Deputy Clerk

**I. CALL TO ORDER**

Chairman Norris called the meeting to order at 8:02 a.m.

Staff discussed proposed items for the upcoming February 18, 2013 Regular Meeting.  
No Action was taken.

**II. ADJOURNMENT**

The meeting adjourned at 8:38 a.m.

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Phil Norris, Chairman

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Margie Stephenson, NCCCC  
Deputy Clerk



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2012

009

**TO:** Marty K. Lawing, County Manager  
**FROM:** Kenneth D Perry, Tax Administrator  
Ext. # 2797

**ACTION ITEM #:** V-B-1  
**MEETING DATE:** 3/04/13  
**DATE SUBMITTED:** 2/22/13

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**ISSUE/ACTION REQUESTED:**

Tax Releases for March 2013

**PUBLIC HEARING:** ☐ YES ☒ NO

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**BACKGROUND/PURPOSE OF REQUEST:**

Approval of tax releases for March 2013

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

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**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

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**COUNTY MANAGER'S RECOMMENDATION:**

Approve Tax Releases for March 2013 as presented.

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**ATTACHMENTS:**

1. Tax Releases for March 2013
  - 2.
  - 3.
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**ACTION OF THE BOARD OF COMMISSIONERS**

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**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

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**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037598	2/19/2013	COASTAL COMMUNITES @ SEWATCH LLC	SC-001 (2010)	0000000-0		202GA009		\$378.20-C	\$124,000.00	NC Supreme Court
037599	2/19/2013	COASTAL COMMUNITES @ SEWATCH LLC	SC-002 (2010)	0000000-0		202JA019		\$378.20-C	\$124,000.00	NC Supreme Court
037600	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-003 (2010)	0000000-0		228IB003		\$329.40-C	\$108,000.00	NC Supreme Court
037601	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-004 (2010)	0000000-0		228IB010		\$329.40-C	\$108,000.00	NC Supreme Court
037602	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-005 (2010)	0000000-0		228IB026		\$329.40-C	\$108,000.00	NC Supreme Court
037603	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-006 (2010)	0000000-0		228IB028		\$329.40-C	\$108,000.00	NC Supreme Court
037604	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-007 (2010)	0000000-0		228IB031		\$329.40-C	\$108,000.00	NC Supreme Court
037605	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-008 (2010)	0000000-0		228IB034		\$329.40-C	\$108,000.00	NC Supreme Court
037606	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-009 (2010)	0000000-0		228IB045		\$329.40-C	\$108,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037607	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-010 (2010)	0000000-0		228IB048		\$329.40-C	\$108,000.00	NC Supreme Court
037608	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-011 (2010)	0000000-0		228IB049		\$329.40-C	\$108,000.00	NC Supreme Court
037609	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-012 (2010)	0000000-0		228IB050		\$329.40-C	\$108,000.00	NC Supreme Court
037610	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-013 (2010)	0000000-0		228IB051		\$329.40-C	\$108,000.00	NC Supreme Court
037611	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-014 (2010)	0000000-0		228IB052		\$329.40-C	\$108,000.00	NC Supreme Court
037612	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-015 (2010)	0000000-0		228IB053		\$329.40-C	\$108,000.00	NC Supreme Court
037613	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-016 (2010)	0000000-0		228IB054		\$329.40-C	\$108,000.00	NC Supreme Court
037614	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-017 (2010)	0000000-0		228IB055		\$329.40-C	\$108,000.00	NC Supreme Court
037615	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-018 (2010)	0000000-0		228IB057		\$329.40-C	\$108,000.00	NC Supreme Court

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037616	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-019 (2010)	0000000-0		228IB058		\$329.40-C	\$108,000.00	NC Supreme Court
037617	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-020 (2010)	0000000-0		228IB059		\$329.40-C	\$108,000.00	NC Supreme Court
037618	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-021 (2010)	0000000-0		228IB060		\$329.40-C	\$108,000.00	NC Supreme Court
037619	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-022 (2010)	0000000-0		228IB061		\$329.40-C	\$108,000.00	NC Supreme Court
037620	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-023 (2010)	0000000-0		228IB062		\$329.40-C	\$108,000.00	NC Supreme Court
037621	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-024 (2010)	0000000-0		228IB063		\$329.40-C	\$108,000.00	NC Supreme Court
037622	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-025 (2010)	0000000-0		228IB064		\$329.40-C	\$108,000.00	NC Supreme Court
037623	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-026 (2010)	0000000-0		228IB065		\$329.40-C	\$108,000.00	NC Supreme Court
037624	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-027 (2010)	0000000-0		228IB066		\$329.40-C	\$108,000.00	NC Supreme Court



# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037625	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-028 (2010)	0000000-0		228IB067		\$329.40-C	\$108,000.00	NC Supreme Court
037626	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-029 (2010)	0000000-0		228IB068		\$329.40-C	\$108,000.00	NC Supreme Court
037627	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-030 (2010)	0000000-0		228IB069		\$329.40-C	\$108,000.00	NC Supreme Court
037628	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-031 (2010)	0000000-0		243AB002		\$475.80-C	\$156,000.00	NC Supreme Court
037629	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-032 (2010)	0000000-0		243AB003		\$475.80-C	\$156,000.00	NC Supreme Court
037630	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-033 (2010)	0000000-0		243AB004		\$475.80-C	\$156,000.00	NC Supreme Court
037631	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-034 (2010)	0000000-0		243AB006		\$475.80-C	\$156,000.00	NC Supreme Court
037632	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-035 (2010)	0000000-0		243AB007		\$475.80-C	\$156,000.00	NC Supreme Court
037633	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-036 (2010)	0000000-0		243AB008		\$475.80-C	\$156,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037634	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-037 (2010)	0000000-0		243AB013		\$475.80-C	\$156,000.00	NC Supreme Court
037635	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-038 (2010)	0000000-0		243AB031		\$475.80-C	\$156,000.00	NC Supreme Court
037636	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-039 (2010)	0000000-0		243AB032		\$475.80-C	\$156,000.00	NC Supreme Court
037637	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-040 (2010)	0000000-0		243AB033		\$475.80-C	\$156,000.00	NC Supreme Court
037638	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-041 (2010)	0000000-0		243AB038		\$475.80-C	\$156,000.00	NC Supreme Court
037639	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-042 (2010)	0000000-0		243AB039		\$475.80-C	\$156,000.00	NC Supreme Court
037640	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-043 (2010)	0000000-0		243AB044		\$475.80-C	\$156,000.00	NC Supreme Court
037641	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-044 (2010)	0000000-0		243AB045		\$475.80-C	\$156,000.00	NC Supreme Court
037642	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-045 (2010)	0000000-0		243AB053		\$380.64-C	\$124,800.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037643	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-046 (2010)	0000000-0		243AB054		\$380.64-C	\$124,800.00	NC Supreme Court
037644	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-047 (2010)	0000000-0		243AB055		\$380.64-C	\$124,800.00	NC Supreme Court
037645	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-048 (2010)	0000000-0		243AB056		\$380.64-C	\$124,800.00	NC Supreme Court
037646	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-049 (2010)	0000000-0		243AB057		\$380.64-C	\$124,800.00	NC Supreme Court
037647	2/19/2013	COASTAL COMMUNITIES @ OCEAN RIDGE PLANTATION LLC	SC-050 (2010)	0000000-0		243AB107		\$555.10-C	\$182,000.00	NC Supreme Court
037648	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-051 (2010)	0000000-0		202AB005		\$378.20-C	\$124,000.00	NC Supreme Court
037649	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-052 (2010)	0000000-0		202AB006		\$378.20-C	\$124,000.00	NC Supreme Court
037650	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-053 (2010)	0000000-0		202AB007		\$378.20-C	\$124,000.00	NC Supreme Court
037651	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-054 (2010)	0000000-0		202AB009		\$378.20-C	\$124,000.00	NC Supreme Court
037652	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-055 (2010)	0000000-0		202AB010		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037653	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-056 (2010)	0000000-0		202AB011		\$378.20-C	\$124,000.00	NC Supreme Court
037654	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-057 (2010)	0000000-0		202AB017		\$378.20-C	\$124,000.00	NC Supreme Court
037655	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-058 (2010)	0000000-0		202AB018		\$378.20-C	\$124,000.00	NC Supreme Court
037656	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-059 (2010)	0000000-0		202AB019		\$378.20-C	\$124,000.00	NC Supreme Court
037657	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-060 (2010)	0000000-0		202AB020		\$378.20-C	\$124,000.00	NC Supreme Court
037658	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-061 (2010)	0000000-0		202AB021		\$378.20-C	\$124,000.00	NC Supreme Court
037659	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-062 (2010)	0000000-0		202AB022		\$378.20-C	\$124,000.00	NC Supreme Court
037660	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-063 (2010)	0000000-0		202AB023		\$378.20-C	\$124,000.00	NC Supreme Court
037661	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-064 (2010)	0000000-0		202AB024		\$378.20-C	\$124,000.00	NC Supreme Court
037662	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-065 (2010)	0000000-0		202AB025		\$378.20-C	\$124,000.00	NC Supreme Court
037663	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-066 (2010)	0000000-0		202AB026		\$378.20-C	\$124,000.00	NC Supreme Court
037664	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-067 (2010)	0000000-0		202AB027		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037665	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-068 (2010)	0000000-0		202AB030		\$378.20-C	\$124,000.00	NC Supreme Court
037666	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-069 (2010)	0000000-0		202AB031		\$378.20-C	\$124,000.00	NC Supreme Court
037667	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-070 (2010)	0000000-0		202AB035		\$378.20-C	\$124,000.00	NC Supreme Court
037668	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-071 (2010)	0000000-0		202AB044		\$378.20-C	\$124,000.00	NC Supreme Court
037669	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-072 (2010)	0000000-0		202AB045		\$378.20-C	\$124,000.00	NC Supreme Court
037670	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-073 (2010)	0000000-0		202AB046		\$378.20-C	\$124,000.00	NC Supreme Court
037671	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-074 (2010)	0000000-0		202AB047		\$378.20-C	\$124,000.00	NC Supreme Court
037672	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-075 (2010)	0000000-0		202AB048		\$378.20-C	\$124,000.00	NC Supreme Court
037673	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-076 (2010)	0000000-0		202AB049		\$378.20-C	\$124,000.00	NC Supreme Court
037674	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-077 (2010)	0000000-0		202AB050		\$378.20-C	\$124,000.00	NC Supreme Court
037675	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-078 (2010)	0000000-0		202AB051		\$378.20-C	\$124,000.00	NC Supreme Court
037676	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-079 (2010)	0000000-0		202AB052		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037677	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-080 (2010)	0000000-0		202AB053		\$378.20-C	\$124,000.00	NC Supreme Court
037678	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-081 (2010)	0000000-0		202AB054		\$378.20-C	\$124,000.00	NC Supreme Court
037679	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-082 (2010)	0000000-0		202AB055		\$378.20-C	\$124,000.00	NC Supreme Court
037680	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-083 (2010)	0000000-0		202AB056		\$378.20-C	\$124,000.00	NC Supreme Court
037681	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-084 (2010)	0000000-0		202AB057		\$378.20-C	\$124,000.00	NC Supreme Court
037682	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-085 (2010)	0000000-0		202AB058		\$378.20-C	\$124,000.00	NC Supreme Court
037683	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-086 (2010)	0000000-0		202AB059		\$378.20-C	\$124,000.00	NC Supreme Court
037684	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-087 (2010)	0000000-0		202AB060		\$378.20-C	\$124,000.00	NC Supreme Court
037685	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-088 (2010)	0000000-0		202AB061		\$378.20-C	\$124,000.00	NC Supreme Court
037686	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-089 (2010)	0000000-0		202AB064		\$378.20-C	\$124,000.00	NC Supreme Court
037687	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-090 (2010)	0000000-0		202AB065		\$378.20-C	\$124,000.00	NC Supreme Court
037688	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-091 (2010)	0000000-0		202AB066		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037689	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-092 (2010)	0000000-0		202AB067		\$378.20-C	\$124,000.00	NC Supreme Court
037690	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-093 (2010)	0000000-0		202AB068		\$378.20-C	\$124,000.00	NC Supreme Court
037691	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-094 (2010)	0000000-0		202AB070		\$283.65-C	\$93,000.00	NC Supreme Court
037692	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-095 (2010)	0000000-0		202AB071		\$283.65-C	\$93,000.00	NC Supreme Court
037693	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-096 (2010)	0000000-0		202AB072		\$283.65-C	\$93,000.00	NC Supreme Court
037694	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-097 (2010)	0000000-0		202AB073		\$283.65-C	\$93,000.00	NC Supreme Court
037695	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-098 (2010)	0000000-0		202AB074		\$283.65-C	\$93,000.00	NC Supreme Court
037696	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-099 (2010)	0000000-0		202AB075		\$283.65-C	\$93,000.00	NC Supreme Court
037697	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-100 (2010)	0000000-0		202AB076		\$283.65-C	\$93,000.00	NC Supreme Court
037698	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-101 (2010)	0000000-0		202AB077		\$283.65-C	\$93,000.00	NC Supreme Court
037699	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-102 (2010)	0000000-0		202AB078		\$283.65-C	\$93,000.00	NC Supreme Court
037700	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-103 (2010)	0000000-0		202AB079		\$283.65-C	\$93,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037701	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-104 (2010)	0000000-0		202AB080		\$283.65-C	\$93,000.00	NC Supreme Court
037702	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-105 (2010)	0000000-0		202AB081		\$283.65-C	\$93,000.00	NC Supreme Court
037703	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-106 (2010)	0000000-0		202AB082		\$283.65-C	\$93,000.00	NC Supreme Court
037704	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-107 (2010)	0000000-0		202AB083		\$283.65-C	\$93,000.00	NC Supreme Court
037705	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-108 (2010)	0000000-0		202AB084		\$283.65-C	\$93,000.00	NC Supreme Court
037706	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-109 (2010)	0000000-0		202AB085		\$283.65-C	\$93,000.00	NC Supreme Court
037707	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-110 (2010)	0000000-0		202AB086		\$283.65-C	\$93,000.00	NC Supreme Court
037708	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-111 (2010)	0000000-0		202AB087		\$237.90-C	\$78,000.00	NC Supreme Court
037709	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-112 (2010)	0000000-0		202AB088		\$237.90-C	\$78,000.00	NC Supreme Court
037710	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-113 (2010)	0000000-0		202AB089		\$237.90-C	\$78,000.00	NC Supreme Court
037711	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-114 (2010)	0000000-0		202AB090		\$237.90-C	\$78,000.00	NC Supreme Court
037712	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-115 (2010)	0000000-0		202AB091		\$237.90-C	\$78,000.00	NC Supreme Court



## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037713	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-116 (2010)	0000000-0		202AB092		\$237.90-C	\$78,000.00	NC Supreme Court
037714	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-117 (2010)	0000000-0		202AB093		\$237.90-C	\$78,000.00	NC Supreme Court
037715	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-118 (2010)	0000000-0		202AB094		\$237.90-C	\$78,000.00	NC Supreme Court
037716	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-119 (2010)	0000000-0		202AB095		\$237.90-C	\$78,000.00	NC Supreme Court
037717	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-120 (2010)	0000000-0		202AB096		\$237.90-C	\$78,000.00	NC Supreme Court
037718	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-121 (2010)	0000000-0		202AB097		\$237.90-C	\$78,000.00	NC Supreme Court
037719	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-122 (2010)	0000000-0		202BA002		\$378.20-C	\$124,000.00	NC Supreme Court
037720	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-123 (2010)	0000000-0		202BA003		\$411.75-C	\$135,000.00	NC Supreme Court
037721	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-124 (2010)	0000000-0		202BA013		\$378.20-C	\$124,000.00	NC Supreme Court
037722	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-125 (2010)	0000000-0		202BA014		\$378.20-C	\$124,000.00	NC Supreme Court
037723	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-126 (2010)	0000000-0		202BA015		\$411.75-C	\$135,000.00	NC Supreme Court
037724	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-127 (2010)	0000000-0		202BA016		\$411.75-C	\$135,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037725	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-128 (2010)	0000000-0		202BA019		\$411.75-C	\$135,000.00	NC Supreme Court
037726	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-129 (2010)	0000000-0		202BA020		\$411.75-C	\$135,000.00	NC Supreme Court
037727	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-130 (2010)	0000000-0		202BA021		\$411.75-C	\$135,000.00	NC Supreme Court
037728	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-131 (2010)	0000000-0		202BA022		\$411.75-C	\$135,000.00	NC Supreme Court
037729	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-132 (2010)	0000000-0		202BA023		\$411.75-C	\$135,000.00	NC Supreme Court
037730	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-133 (2010)	0000000-0		202BA024		\$411.75-C	\$135,000.00	NC Supreme Court
037731	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-134 (2010)	0000000-0		202BA026		\$378.20-C	\$124,000.00	NC Supreme Court
037732	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-135 (2010)	0000000-0		202BA027		\$378.20-C	\$124,000.00	NC Supreme Court
037733	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-136 (2010)	0000000-0		202BA030		\$378.20-C	\$124,000.00	NC Supreme Court
037734	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-137 (2010)	0000000-0		202BA032		\$378.20-C	\$124,000.00	NC Supreme Court
037735	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-138 (2010)	0000000-0		202BA033		\$378.20-C	\$124,000.00	NC Supreme Court
037736	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-139 (2010)	0000000-0		202BA034		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037737	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-140 (2010)	0000000-0		202BA035		\$378.20-C	\$124,000.00	NC Supreme Court
037738	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-141 (2010)	0000000-0		202BA036		\$378.20-C	\$124,000.00	NC Supreme Court
037739	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-142 (2010)	0000000-0		202BA037		\$378.20-C	\$124,000.00	NC Supreme Court
037740	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-143 (2010)	0000000-0		202BA038		\$378.20-C	\$124,000.00	NC Supreme Court
037741	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-144 (2010)	0000000-0		202BA039		\$378.20-C	\$124,000.00	NC Supreme Court
037742	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-145 (2010)	0000000-0		202BA040		\$378.20-C	\$124,000.00	NC Supreme Court
037743	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-146 (2010)	0000000-0		202BA042		\$378.20-C	\$124,000.00	NC Supreme Court
037744	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-147 (2010)	0000000-0		202BA044		\$378.20-C	\$124,000.00	NC Supreme Court
037745	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-148 (2010)	0000000-0		202BA045		\$378.20-C	\$124,000.00	NC Supreme Court
037746	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-149 (2010)	0000000-0		202BA046		\$378.20-C	\$124,000.00	NC Supreme Court
037747	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-150 (2010)	0000000-0		202BA048		\$378.20-C	\$124,000.00	NC Supreme Court
037748	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-151 (2010)	0000000-0		202BA049		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037749	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-152 (2010)	0000000-0		202BA050		\$378.20-C	\$124,000.00	NC Supreme Court
037750	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-153 (2010)	0000000-0		202BA051		\$378.20-C	\$124,000.00	NC Supreme Court
037751	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-154 (2010)	0000000-0		202BA052		\$378.20-C	\$124,000.00	NC Supreme Court
037752	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-155 (2010)	0000000-0		202BA057		\$378.20-C	\$124,000.00	NC Supreme Court
037753	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-156 (2010)	0000000-0		202BA058		\$378.20-C	\$124,000.00	NC Supreme Court
037754	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-157 (2010)	0000000-0		202BA059		\$378.20-C	\$124,000.00	NC Supreme Court
037755	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-158 (2010)	0000000-0		202BA061		\$411.75-C	\$135,000.00	NC Supreme Court
037756	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-159 (2010)	0000000-0		202BA062		\$411.75-C	\$135,000.00	NC Supreme Court
037757	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-160 (2010)	0000000-0		202BA065		\$378.20-C	\$124,000.00	NC Supreme Court
037758	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-161 (2010)	0000000-0		202BA066		\$378.20-C	\$124,000.00	NC Supreme Court
037759	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-162 (2010)	0000000-0		202BA067		\$378.20-C	\$124,000.00	NC Supreme Court
037760	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-163 (2010)	0000000-0		202BA069		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037761	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-164 (2010)	0000000-0		202BA070		\$378.20-C	\$124,000.00	NC Supreme Court
037762	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-165 (2010)	0000000-0		202BA072		\$378.20-C	\$124,000.00	NC Supreme Court
037763	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-166 (2010)	0000000-0		202BA073		\$378.20-C	\$124,000.00	NC Supreme Court
037764	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-167 (2010)	0000000-0		202BA074		\$378.20-C	\$124,000.00	NC Supreme Court
037765	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-168 (2010)	0000000-0		202BA078		\$378.20-C	\$124,000.00	NC Supreme Court
037766	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-169 (2010)	0000000-0		202BA080		\$378.20-C	\$124,000.00	NC Supreme Court
037767	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-170 (2010)	0000000-0		202BA081		\$378.20-C	\$124,000.00	NC Supreme Court
037768	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-171 (2010)	0000000-0		202BA082		\$378.20-C	\$124,000.00	NC Supreme Court
037769	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-172 (2010)	0000000-0		202BA083		\$411.75-C	\$135,000.00	NC Supreme Court
037770	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-173 (2010)	0000000-0		202BA091		\$411.75-C	\$135,000.00	NC Supreme Court
037771	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-174 (2010)	0000000-0		202BA099		\$411.75-C	\$135,000.00	NC Supreme Court
037772	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-175 (2010)	0000000-0		202BA101		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037773	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-176 (2010)	0000000-0		202BA102		\$378.20-C	\$124,000.00	NC Supreme Court
037774	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-177 (2010)	0000000-0		202BA103		\$378.20-C	\$124,000.00	NC Supreme Court
037775	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-178 (2010)	0000000-0		202BA104		\$378.20-C	\$124,000.00	NC Supreme Court
037776	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-179 (2010)	0000000-0		202BA105		\$378.20-C	\$124,000.00	NC Supreme Court
037777	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-180 (2010)	0000000-0		202BA107		\$378.20-C	\$124,000.00	NC Supreme Court
037778	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-181 (2010)	0000000-0		202BA108		\$378.20-C	\$124,000.00	NC Supreme Court
037779	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-182 (2010)	0000000-0		202BA109		\$378.20-C	\$124,000.00	NC Supreme Court
037780	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-183 (2010)	0000000-0		202BA110		\$378.20-C	\$124,000.00	NC Supreme Court
037781	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-184 (2010)	0000000-0		202BA111		\$378.20-C	\$124,000.00	NC Supreme Court
037782	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-185 (2010)	0000000-0		202BA112		\$378.20-C	\$124,000.00	NC Supreme Court
037783	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-186 (2010)	0000000-0		202BA113		\$378.20-C	\$124,000.00	NC Supreme Court
037784	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-187 (2010)	0000000-0		202BA114		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037785	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-188 (2010)	0000000-0		202BA115		\$378.20-C	\$124,000.00	NC Supreme Court
037786	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-189 (2010)	0000000-0		202BA116		\$378.20-C	\$124,000.00	NC Supreme Court
037787	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-190 (2010)	0000000-0		202BA122		\$378.20-C	\$124,000.00	NC Supreme Court
037788	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-191 (2010)	0000000-0		202BA124		\$378.20-C	\$124,000.00	NC Supreme Court
037789	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-192 (2010)	0000000-0		202BA125		\$378.20-C	\$124,000.00	NC Supreme Court
037790	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-193 (2010)	0000000-0		202BA127		\$378.20-C	\$124,000.00	NC Supreme Court
037791	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-194 (2010)	0000000-0		202BA128		\$378.20-C	\$124,000.00	NC Supreme Court
037792	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-195 (2010)	0000000-0		202BA130		\$378.20-C	\$124,000.00	NC Supreme Court
037793	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-196 (2010)	0000000-0		202BA132		\$378.20-C	\$124,000.00	NC Supreme Court
037794	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-197 (2010)	0000000-0		202BA134		\$378.20-C	\$124,000.00	NC Supreme Court
037795	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-198 (2010)	0000000-0		202BA135		\$378.20-C	\$124,000.00	NC Supreme Court
037796	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-199 (2010)	0000000-0		202BA136		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037797	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-200 (2010)	0000000-0		202BA138		\$378.20-C	\$124,000.00	NC Supreme Court
037798	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-201 (2010)	0000000-0		202BA139		\$378.20-C	\$124,000.00	NC Supreme Court
037799	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-202 (2010)	0000000-0		202BA140		\$378.20-C	\$124,000.00	NC Supreme Court
037800	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-203 (2010)	0000000-0		202BA141		\$378.20-C	\$124,000.00	NC Supreme Court
037801	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-204 (2010)	0000000-0		202BA142		\$378.20-C	\$124,000.00	NC Supreme Court
037802	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-205 (2010)	0000000-0		202BA143		\$378.20-C	\$124,000.00	NC Supreme Court
037803	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-206 (2010)	0000000-0		202BA144		\$378.20-C	\$124,000.00	NC Supreme Court
037804	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-207 (2010)	0000000-0		202BA145		\$378.20-C	\$124,000.00	NC Supreme Court
037805	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-208 (2010)	0000000-0		202BA146		\$378.20-C	\$124,000.00	NC Supreme Court
037806	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-209 (2010)	0000000-0		202BA147		\$378.20-C	\$124,000.00	NC Supreme Court
037807	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-210 (2010)	0000000-0		202BA148		\$378.20-C	\$124,000.00	NC Supreme Court
037808	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-211 (2010)	0000000-0		202BA149		\$378.20-C	\$124,000.00	NC Supreme Court



## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037809	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-212 (2010)	0000000-0		202BA150		\$378.20-C	\$124,000.00	NC Supreme Court
037810	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-213 (2010)	0000000-0		202BA151		\$378.20-C	\$124,000.00	NC Supreme Court
037811	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-214 (2010)	0000000-0		202BA152		\$378.20-C	\$124,000.00	NC Supreme Court
037812	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-215 (2010)	0000000-0		202BA153		\$378.20-C	\$124,000.00	NC Supreme Court
037813	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-216 (2010)	0000000-0		202BA154		\$378.20-C	\$124,000.00	NC Supreme Court
037814	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-217 (2010)	0000000-0		202BA155		\$378.20-C	\$124,000.00	NC Supreme Court
037815	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-218 (2010)	0000000-0		202BA158		\$378.20-C	\$124,000.00	NC Supreme Court
037816	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-219 (2010)	0000000-0		202BA160		\$378.20-C	\$124,000.00	NC Supreme Court
037817	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-220 (2010)	0000000-0		202BA165		\$378.20-C	\$124,000.00	NC Supreme Court
037818	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-221 (2010)	0000000-0		202BA166		\$378.20-C	\$124,000.00	NC Supreme Court
037819	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-222 (2010)	0000000-0		202BA169		\$378.20-C	\$124,000.00	NC Supreme Court
037820	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-223 (2010)	0000000-0		202BA170		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037821	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-224 (2010)	0000000-0		202BA171		\$378.20-C	\$124,000.00	NC Supreme Court
037822	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-225 (2010)	0000000-0		202BA172		\$378.20-C	\$124,000.00	NC Supreme Court
037823	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-226 (2010)	0000000-0		202BA173		\$378.20-C	\$124,000.00	NC Supreme Court
037824	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-227 (2010)	0000000-0		202BA174		\$378.20-C	\$124,000.00	NC Supreme Court
037825	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-228 (2010)	0000000-0		202BA175		\$378.20-C	\$124,000.00	NC Supreme Court
037826	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-229 (2010)	0000000-0		202BA176		\$378.20-C	\$124,000.00	NC Supreme Court
037827	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-230 (2010)	0000000-0		202BA177		\$378.20-C	\$124,000.00	NC Supreme Court
037828	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-231 (2010)	0000000-0		202BA178		\$378.20-C	\$124,000.00	NC Supreme Court
037829	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-232 (2010)	0000000-0		202BA179		\$378.20-C	\$124,000.00	NC Supreme Court
037830	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-233 (2010)	0000000-0		202BA180		\$378.20-C	\$124,000.00	NC Supreme Court
037831	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-234 (2010)	0000000-0		202BA181		\$378.20-C	\$124,000.00	NC Supreme Court
037832	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-235 (2010)	0000000-0		202BA182		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037833	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-236 (2010)	0000000-0		202BA183		\$378.20-C	\$124,000.00	NC Supreme Court
037834	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-237 (2010)	0000000-0		202BA184		\$378.20-C	\$124,000.00	NC Supreme Court
037835	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-238 (2010)	0000000-0		202BA185		\$378.20-C	\$124,000.00	NC Supreme Court
037836	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-239 (2010)	0000000-0		202BA186		\$378.20-C	\$124,000.00	NC Supreme Court
037837	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-240 (2010)	0000000-0		202BA189		\$378.20-C	\$124,000.00	NC Supreme Court
037838	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-241 (2010)	0000000-0		202BA192		\$378.20-C	\$124,000.00	NC Supreme Court
037839	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-242 (2010)	0000000-0		202BA193		\$378.20-C	\$124,000.00	NC Supreme Court
037840	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-243 (2010)	0000000-0		202BA194		\$378.20-C	\$124,000.00	NC Supreme Court
037841	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-244 (2010)	0000000-0		202BA195		\$378.20-C	\$124,000.00	NC Supreme Court
037842	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-245 (2010)	0000000-0		202BA196		\$378.20-C	\$124,000.00	NC Supreme Court
037843	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-246 (2010)	0000000-0		202GC060		\$378.20-C	\$124,000.00	NC Supreme Court
037844	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-247 (2010)	0000000-0		202GC064		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037845	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-248 (2010)	0000000-0		202GC066		\$378.20-C	\$124,000.00	NC Supreme Court
037846	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-249 (2010)	0000000-0		202GC067		\$378.20-C	\$124,000.00	NC Supreme Court
037847	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-250 (2010)	0000000-0		202GC068		\$378.20-C	\$124,000.00	NC Supreme Court
037848	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-251 (2010)	0000000-0		202GC071		\$378.20-C	\$124,000.00	NC Supreme Court
037849	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-252 (2010)	0000000-0		202GC109		\$378.20-C	\$124,000.00	NC Supreme Court
037850	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-253 (2010)	0000000-0		202GC110		\$378.20-C	\$124,000.00	NC Supreme Court
037851	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-254 (2010)	0000000-0		202GC111		\$378.20-C	\$124,000.00	NC Supreme Court
037852	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-255 (2010)	0000000-0		202GC121		\$378.20-C	\$124,000.00	NC Supreme Court
037853	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-256 (2010)	0000000-0		202GC123		\$378.20-C	\$124,000.00	NC Supreme Court
037854	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-257 (2010)	0000000-0		202GC124		\$378.20-C	\$124,000.00	NC Supreme Court
037855	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-258 (2010)	0000000-0		202GC125		\$378.20-C	\$124,000.00	NC Supreme Court
037856	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-259 (2010)	0000000-0		202GC126		\$378.20-C	\$124,000.00	NC Supreme Court

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## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037857	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-260 (2010)	0000000-0		202GD006		\$378.20-C	\$124,000.00	NC Supreme Court
037858	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-261 (2010)	0000000-0		202GE001		\$378.20-C	\$124,000.00	NC Supreme Court
037859	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-262 (2010)	0000000-0		202GE002		\$378.20-C	\$124,000.00	NC Supreme Court
037860	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-263 (2010)	0000000-0		202GE004		\$378.20-C	\$124,000.00	NC Supreme Court
037861	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-264 (2010)	0000000-0		202GE010		\$549.00-C	\$180,000.00	NC Supreme Court
037862	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-265 (2010)	0000000-0		202GE011		\$378.20-C	\$124,000.00	NC Supreme Court
037863	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-266 (2010)	0000000-0		202GE012		\$378.20-C	\$124,000.00	NC Supreme Court
037864	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-267 (2010)	0000000-0		202GE013		\$378.20-C	\$124,000.00	NC Supreme Court
037865	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-268 (2010)	0000000-0		202GE014		\$378.20-C	\$124,000.00	NC Supreme Court
037866	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-269 (2010)	0000000-0		202GE015		\$549.00-C	\$180,000.00	NC Supreme Court
037867	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-270 (2010)	0000000-0		202GE016		\$549.00-C	\$180,000.00	NC Supreme Court
037868	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-271 (2010)	0000000-0		202GE017		\$549.00-C	\$180,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037869	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-272 (2010)	0000000-0		202GE018		\$549.00-C	\$180,000.00	NC Supreme Court
037870	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-273 (2010)	0000000-0		202GE019		\$549.00-C	\$180,000.00	NC Supreme Court
037871	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-274 (2010)	0000000-0		202GE020		\$549.00-C	\$180,000.00	NC Supreme Court
037872	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-275 (2010)	0000000-0		202GE021		\$549.00-C	\$180,000.00	NC Supreme Court
037873	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-276 (2010)	0000000-0		202GE022		\$549.00-C	\$180,000.00	NC Supreme Court
037874	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-277 (2010)	0000000-0		202GE023		\$378.20-C	\$124,000.00	NC Supreme Court
037875	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-278 (2010)	0000000-0		202GE024		\$378.20-C	\$124,000.00	NC Supreme Court
037876	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-279 (2010)	0000000-0		202GE025		\$378.20-C	\$124,000.00	NC Supreme Court
037877	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-280 (2010)	0000000-0		202GE026		\$378.20-C	\$124,000.00	NC Supreme Court
037878	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-281 (2010)	0000000-0		202GE027		\$549.00-C	\$180,000.00	NC Supreme Court
037879	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-282 (2010)	0000000-0		202GE039		\$378.20-C	\$124,000.00	NC Supreme Court
037880	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-283 (2010)	0000000-0		202GE042		\$378.20-C	\$124,000.00	NC Supreme Court

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037881	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-284 (2010)	0000000-0		202GE043		\$378.20-C	\$124,000.00	NC Supreme Court
037882	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-285 (2010)	0000000-0		202GE044		\$378.20-C	\$124,000.00	NC Supreme Court
037883	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-286 (2010)	0000000-0		202GE045		\$378.20-C	\$124,000.00	NC Supreme Court
037884	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-287 (2010)	0000000-0		202GE046		\$378.20-C	\$124,000.00	NC Supreme Court
037885	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-288 (2010)	0000000-0		202GE047		\$378.20-C	\$124,000.00	NC Supreme Court
037886	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-289 (2010)	0000000-0		202GE048		\$378.20-C	\$124,000.00	NC Supreme Court
037887	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-290 (2010)	0000000-0		202GE049		\$378.20-C	\$124,000.00	NC Supreme Court
037888	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-291 (2010)	0000000-0		202GE050		\$378.20-C	\$124,000.00	NC Supreme Court
037889	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-292 (2010)	0000000-0		202GE051		\$378.20-C	\$124,000.00	NC Supreme Court
037890	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-293 (2010)	0000000-0		202GE052		\$378.20-C	\$124,000.00	NC Supreme Court
037891	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-294 (2010)	0000000-0		202GE053		\$378.20-C	\$124,000.00	NC Supreme Court
037892	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-295 (2010)	0000000-0		202GE054		\$378.20-C	\$124,000.00	NC Supreme Court



# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037893	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-296 (2010)	0000000-0		202GE055		\$378.20-C	\$124,000.00	NC Supreme Court
037894	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-297 (2010)	0000000-0		202GE056		\$378.20-C	\$124,000.00	NC Supreme Court
037895	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-298 (2010)	0000000-0		202GE058		\$378.20-C	\$124,000.00	NC Supreme Court
037896	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-299 (2010)	0000000-0		202GE059		\$378.20-C	\$124,000.00	NC Supreme Court
037897	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-300 (2010)	0000000-0		202GE060		\$378.20-C	\$124,000.00	NC Supreme Court
037898	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-301 (2010)	0000000-0		202GE061		\$378.20-C	\$124,000.00	NC Supreme Court
037899	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-302 (2010)	0000000-0		202GE062		\$378.20-C	\$124,000.00	NC Supreme Court
037900	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-303 (2010)	0000000-0		202GE063		\$378.20-C	\$124,000.00	NC Supreme Court
037901	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-304 (2010)	0000000-0		202GE064		\$378.20-C	\$124,000.00	NC Supreme Court
037902	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-305 (2010)	0000000-0		202GE065		\$378.20-C	\$124,000.00	NC Supreme Court
037903	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-306 (2010)	0000000-0		202GE066		\$378.20-C	\$124,000.00	NC Supreme Court
037904	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-307 (2010)	0000000-0		202GE067		\$378.20-C	\$124,000.00	NC Supreme Court



# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037905	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-308 (2010)	0000000-0		202GE068		\$378.20-C	\$124,000.00	NC Supreme Court
037906	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-309 (2010)	0000000-0		202GE069		\$378.20-C	\$124,000.00	NC Supreme Court
037907	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-310 (2010)	0000000-0		202GE070		\$378.20-C	\$124,000.00	NC Supreme Court
037908	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-311 (2010)	0000000-0		202GE071		\$378.20-C	\$124,000.00	NC Supreme Court
037909	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-312 (2010)	0000000-0		202GE072		\$378.20-C	\$124,000.00	NC Supreme Court
037910	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-313 (2010)	0000000-0		202GE073		\$378.20-C	\$124,000.00	NC Supreme Court
037911	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-314 (2010)	0000000-0		202GE074		\$378.20-C	\$124,000.00	NC Supreme Court
037912	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-315 (2010)	0000000-0		202GE075		\$378.20-C	\$124,000.00	NC Supreme Court
037913	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-316 (2010)	0000000-0		202GE076		\$378.20-C	\$124,000.00	NC Supreme Court
037914	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-317 (2010)	0000000-0		202GE077		\$378.20-C	\$124,000.00	NC Supreme Court
037915	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-318 (2010)	0000000-0		202GE078		\$378.20-C	\$124,000.00	NC Supreme Court
037916	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-319 (2010)	0000000-0		202GE079		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037917	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-320 (2010)	0000000-0		202IA001		\$378.20-C	\$124,000.00	NC Supreme Court
037918	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-321 (2010)	0000000-0		202IA002		\$378.20-C	\$124,000.00	NC Supreme Court
037919	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-322 (2010)	0000000-0		202IA003		\$378.20-C	\$124,000.00	NC Supreme Court
037920	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-323 (2010)	0000000-0		202IA004		\$378.20-C	\$124,000.00	NC Supreme Court
037921	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-324 (2010)	0000000-0		202IA005		\$378.20-C	\$124,000.00	NC Supreme Court
037922	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-325 (2010)	0000000-0		202IA006		\$378.20-C	\$124,000.00	NC Supreme Court
037923	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-326 (2010)	0000000-0		202IA007		\$378.20-C	\$124,000.00	NC Supreme Court
037924	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-327 (2010)	0000000-0		202IA008		\$378.20-C	\$124,000.00	NC Supreme Court
037925	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-328 (2010)	0000000-0		202IA009		\$378.20-C	\$124,000.00	NC Supreme Court
037926	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-329 (2010)	0000000-0		202IA010		\$378.20-C	\$124,000.00	NC Supreme Court
037927	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-330 (2010)	0000000-0		202PB001		\$658.80-C	\$216,000.00	NC Supreme Court
037928	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-331 (2010)	0000000-0		202PB002		\$658.80-C	\$216,000.00	NC Supreme Court

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037929	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-332 (2010)	0000000-0		202PB003		\$658.80-C	\$216,000.00	NC Supreme Court
037930	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-333 (2010)	0000000-0		202PB004		\$658.80-C	\$216,000.00	NC Supreme Court
037931	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-334 (2010)	0000000-0		202PB005		\$658.80-C	\$216,000.00	NC Supreme Court
037932	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-335 (2010)	0000000-0		202PB006		\$658.80-C	\$216,000.00	NC Supreme Court
037933	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-336 (2010)	0000000-0		202PB007		\$658.80-C	\$216,000.00	NC Supreme Court
037934	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-337 (2010)	0000000-0		202PB008		\$658.80-C	\$216,000.00	NC Supreme Court
037935	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-338 (2010)	0000000-0		202PB009		\$475.80-C	\$156,000.00	NC Supreme Court
037936	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-339 (2010)	0000000-0		202PB012		\$658.80-C	\$216,000.00	NC Supreme Court
037937	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-340 (2010)	0000000-0		202PB013		\$658.80-C	\$216,000.00	NC Supreme Court
037938	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-341 (2010)	0000000-0		202PB025		\$658.80-C	\$216,000.00	NC Supreme Court
037939	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-342 (2010)	0000000-0		202PB026		\$658.80-C	\$216,000.00	NC Supreme Court
037940	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-343 (2010)	0000000-0		202PB027		\$658.80-C	\$216,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037941	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-344 (2010)	0000000-0		202PB032		\$378.20-C	\$124,000.00	NC Supreme Court
037942	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-345 (2010)	0000000-0		202PB033		\$378.20-C	\$124,000.00	NC Supreme Court
037943	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-346 (2010)	0000000-0		202PB040		\$591.70-C	\$194,000.00	NC Supreme Court
037944	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-347 (2010)	0000000-0		202PB041		\$591.70-C	\$194,000.00	NC Supreme Court
037945	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-348 (2010)	0000000-0		202PB044		\$378.20-C	\$124,000.00	NC Supreme Court
037946	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-349 (2010)	0000000-0		202PB045		\$378.20-C	\$124,000.00	NC Supreme Court
037947	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-350 (2010)	0000000-0		202PB046		\$378.20-C	\$124,000.00	NC Supreme Court
037948	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-351 (2010)	0000000-0		202PB047		\$378.20-C	\$124,000.00	NC Supreme Court
037949	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-352 (2010)	0000000-0		202PB048		\$378.20-C	\$124,000.00	NC Supreme Court
037950	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-353 (2010)	0000000-0		202PB049		\$378.20-C	\$124,000.00	NC Supreme Court
037951	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-354 (2010)	0000000-0		202PB050		\$378.20-C	\$124,000.00	NC Supreme Court
037952	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-355 (2010)	0000000-0		202PB051		\$378.20-C	\$124,000.00	NC Supreme Court

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# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037953	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-356 (2010)	0000000-0		202PB052		\$549.00-C	\$180,000.00	NC Supreme Court
037954	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-357 (2010)	0000000-0		202PB053		\$549.00-C	\$180,000.00	NC Supreme Court
037955	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-358 (2010)	0000000-0		202PB057		\$549.00-C	\$180,000.00	NC Supreme Court
037956	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-359 (2010)	0000000-0		202PB060		\$549.00-C	\$180,000.00	NC Supreme Court
037957	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-360 (2010)	0000000-0		202PB061		\$549.00-C	\$180,000.00	NC Supreme Court
037958	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-361 (2010)	0000000-0		202PB062		\$549.00-C	\$180,000.00	NC Supreme Court
037959	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-362 (2010)	0000000-0		202PB063		\$378.20-C	\$124,000.00	NC Supreme Court
037960	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-363 (2010)	0000000-0		202PB064		\$378.20-C	\$124,000.00	NC Supreme Court
037961	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-364 (2010)	0000000-0		202PB065		\$378.20-C	\$124,000.00	NC Supreme Court
037962	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-365 (2010)	0000000-0		202PB066		\$378.20-C	\$124,000.00	NC Supreme Court
037963	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-366 (2010)	0000000-0		202PB067		\$378.20-C	\$124,000.00	NC Supreme Court
037964	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-367 (2010)	0000000-0		202PB068		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037965	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-368 (2010)	0000000-0		202PB069		\$378.20-C	\$124,000.00	NC Supreme Court
037966	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-369 (2010)	0000000-0		202PC001		\$512.40-C	\$168,000.00	NC Supreme Court
037967	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-370 (2010)	0000000-0		243CH024		\$545.19-C	\$178,750.00	NC Supreme Court
037968	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-371 (2010)	0000000-0		243CH025		\$545.19-C	\$178,750.00	NC Supreme Court
037969	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-372 (2010)	0000000-0		243CH026		\$545.19-C	\$178,750.00	NC Supreme Court
037970	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-373 (2010)	0000000-0		243CH027		\$545.19-C	\$178,750.00	NC Supreme Court
037971	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-374 (2010)	0000000-0		243CH028		\$545.19-C	\$178,750.00	NC Supreme Court
037972	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-375 (2010)	0000000-0		243CH029		\$545.19-C	\$178,750.00	NC Supreme Court
037973	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-376 (2010)	0000000-0		243CH032		\$545.19-C	\$178,750.00	NC Supreme Court
037974	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-377 (2010)	0000000-0		243CH033		\$545.19-C	\$178,750.00	NC Supreme Court
037975	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-378 (2010)	0000000-0		243CH035		\$545.19-C	\$178,750.00	NC Supreme Court
037976	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-379 (2010)	0000000-0		243CH036		\$545.19-C	\$178,750.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037977	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-380 (2010)	0000000-0		243CH050		\$545.19-C	\$178,750.00	NC Supreme Court
037978	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-381 (2010)	0000000-0		243CH061		\$545.19-C	\$178,750.00	NC Supreme Court
037979	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-382 (2010)	0000000-0		243CH065		\$545.19-C	\$178,750.00	NC Supreme Court
037980	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-383 (2010)	0000000-0		243CH066		\$545.19-C	\$178,750.00	NC Supreme Court
037981	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-384 (2010)	0000000-0		243CH067		\$545.19-C	\$178,750.00	NC Supreme Court
037982	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-385 (2010)	0000000-0		243CH070		\$545.19-C	\$178,750.00	NC Supreme Court
037983	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-386 (2010)	0000000-0		243CH072		\$545.19-C	\$178,750.00	NC Supreme Court
037984	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-387 (2010)	0000000-0		243CH073		\$545.19-C	\$178,750.00	NC Supreme Court
037985	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-388 (2010)	0000000-0		243CH074		\$545.19-C	\$178,750.00	NC Supreme Court
037986	2/19/2013	COASTAL COMMUNITIES DEVELOPMENT LLC	SC-389 (2010)	0000000-0		243CH076		\$545.19-C	\$178,750.00	NC Supreme Court
037987	2/19/2013	OCEAN ISLE PALMS LLC	SC-390 (2010)	0000000-0		243CG014		\$545.19-C	\$178,750.00	NC Supreme Court
037988	2/19/2013	OCEAN ISLE PALMS LLC	SC-391 (2010)	0000000-0		243CG015		\$545.19-C	\$178,750.00	NC Supreme Court

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
037989	2/19/2013	OCEAN ISLE PALMS LLC	SC-392 (2010)	0000000-0		243CG021		\$545.19-C	\$178,750.00	NC Supreme Court
037990	2/19/2013	OCEAN ISLE PALMS LLC	SC-393 (2010)	0000000-0		243CG022		\$545.19-C	\$178,750.00	NC Supreme Court
037991	2/19/2013	OCEAN ISLE PALMS LLC	SC-394 (2010)	0000000-0		243CG024		\$545.19-C	\$178,750.00	NC Supreme Court
037992	2/19/2013	OCEAN ISLE PALMS LLC	SC-395 (2010)	0000000-0		243CG026		\$545.19-C	\$178,750.00	NC Supreme Court
037993	2/19/2013	OCEAN ISLE PALMS LLC	SC-396 (2010)	0000000-0		243CG027		\$545.19-C	\$178,750.00	NC Supreme Court
037994	2/19/2013	OCEAN ISLE PALMS LLC	SC-397 (2010)	0000000-0		243CG048		\$2054.30-C	\$673,540.00	NC Supreme Court
037995	2/19/2013	OCEAN ISLE PALMS LLC	SC-398 (2010)	0000000-0		243CG049		\$545.19-C	\$178,750.00	NC Supreme Court
037996	2/19/2013	OCEAN ISLE PALMS LLC	SC-399 (2010)	0000000-0		243CG050		\$545.19-C	\$178,750.00	NC Supreme Court
037997	2/19/2013	OCEAN ISLE PALMS LLC	SC-400 (2010)	0000000-0		243CG051		\$545.19-C	\$178,750.00	NC Supreme Court
037998	2/19/2013	OCEAN ISLE PALMS LLC	SC-401 (2010)	0000000-0		243CG052		\$545.19-C	\$178,750.00	NC Supreme Court
037999	2/19/2013	OCEAN ISLE PALMS LLC	SC-402 (2010)	0000000-0		243CG054		\$545.19-C	\$178,750.00	NC Supreme Court
038000	2/19/2013	OCEAN ISLE PALMS LLC	SC-403 (2010)	0000000-0		243CG055		\$545.19-C	\$178,750.00	NC Supreme Court
038001	2/19/2013	OCEAN ISLE PALMS LLC	SC-404 (2010)	0000000-0		243CG056		\$545.19-C	\$178,750.00	NC Supreme Court
038002	2/19/2013	OCEAN ISLE PALMS LLC	SC-405 (2010)	0000000-0		243CG061		\$545.19-C	\$178,750.00	NC Supreme Court
038003	2/19/2013	OCEAN ISLE PALMS LLC	SC-406 (2010)	0000000-0		243CG086		\$545.19-C	\$178,750.00	NC Supreme Court
038004	2/19/2013	OCEAN ISLE PALMS LLC	SC-407 (2010)	0000000-0		243CG089		\$545.19-C	\$178,750.00	NC Supreme Court
038005	2/19/2013	OCEAN ISLE PALMS LLC	SC-408 (2010)	0000000-0		243CG090		\$545.19-C	\$178,750.00	NC Supreme Court



## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038006	2/19/2013	OCEAN ISLE PALMS LLC	SC-409 (2010)	0000000-0		243CG103		\$545.19-C	\$178,750.00	NC Supreme Court
038007	2/19/2013	OCEAN ISLE PALMS LLC	SC-410 (2010)	0000000-0		243CG105		\$545.19-C	\$178,750.00	NC Supreme Court
038008	2/19/2013	OCEAN ISLE PALMS LLC	SC-411 (2010)	0000000-0		243CG122		\$545.19-C	\$178,750.00	NC Supreme Court
038009	2/19/2013	OCEAN ISLE PALMS LLC	SC-412 (2010)	0000000-0		243CG124		\$545.19-C	\$178,750.00	NC Supreme Court
038010	2/19/2013	OCEAN ISLE PALMS LLC	SC-413 (2010)	0000000-0		243CH001		\$545.19-C	\$178,750.00	NC Supreme Court
038011	2/19/2013	OCEAN ISLE PALMS LLC	SC-414 (2010)	0000000-0		243CH002		\$545.19-C	\$178,750.00	NC Supreme Court
038012	2/19/2013	OCEAN ISLE PALMS LLC	SC-415 (2010)	0000000-0		243CH004		\$545.19-C	\$178,750.00	NC Supreme Court
038013	2/19/2013	OCEAN ISLE PALMS LLC	SC-416 (2010)	0000000-0		243CH007		\$545.19-C	\$178,750.00	NC Supreme Court
038014	2/19/2013	OCEAN ISLE PALMS LLC	SC-417 (2010)	0000000-0		243CH008		\$545.19-C	\$178,750.00	NC Supreme Court
038015	2/19/2013	OCEAN ISLE PALMS LLC	SC-418 (2010)	0000000-0		243CH009		\$545.19-C	\$178,750.00	NC Supreme Court
038016	2/19/2013	OCEAN ISLE PALMS LLC	SC-419 (2010)	0000000-0		243CH012		\$594.75-C	\$195,000.00	NC Supreme Court
038017	2/19/2013	OCEAN ISLE PALMS LLC	SC-420 (2010)	0000000-0		243CH046		\$545.19-C	\$178,750.00	NC Supreme Court
038018	2/19/2013	OCEAN ISLE PALMS LLC	SC-421 (2010)	0000000-0		243CH047		\$545.19-C	\$178,750.00	NC Supreme Court
038019	2/19/2013	OCEAN ISLE PALMS LLC	SC-422 (2010)	0000000-0		243CH071		\$2024.07-C	\$663,630.00	NC Supreme Court
038020	2/19/2013	OCEAN ISLE PALMS LLC	SC-423 (2010)	0000000-0		243CH080		\$545.19-C	\$178,750.00	NC Supreme Court
038021	2/19/2013	OCEAN ISLE PALMS LLC	SC-424 (2010)	0000000-0		243FB001		\$446.06-C	\$146,250.00	NC Supreme Court
038022	2/19/2013	OCEAN ISLE PALMS LLC	SC-425 (2010)	0000000-0		243FB002		\$446.06-C	\$146,250.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038023	2/19/2013	OCEAN ISLE PALMS LLC	SC-426 (2010)	0000000-0		243FB003		\$446.06-C	\$146,250.00	NC Supreme Court
038024	2/19/2013	OCEAN ISLE PALMS LLC	SC-427 (2010)	0000000-0		243FB004		\$446.06-C	\$146,250.00	NC Supreme Court
038025	2/19/2013	OCEAN ISLE PALMS LLC	SC-428 (2010)	0000000-0		243FB005		\$446.06-C	\$146,250.00	NC Supreme Court
038026	2/19/2013	OCEAN ISLE PALMS LLC	SC-429 (2010)	0000000-0		243FB006		\$446.06-C	\$146,250.00	NC Supreme Court
038027	2/19/2013	OCEAN ISLE PALMS LLC	SC-430 (2010)	0000000-0		243FB007		\$446.06-C	\$146,250.00	NC Supreme Court
038028	2/19/2013	OCEAN ISLE PALMS LLC	SC-431 (2010)	0000000-0		243FB015		\$594.75-C	\$195,000.00	NC Supreme Court
038029	2/19/2013	OCEAN ISLE PALMS LLC	SC-432 (2010)	0000000-0		243FB016		\$594.75-C	\$195,000.00	NC Supreme Court
038030	2/19/2013	OCEAN ISLE PALMS LLC	SC-433 (2010)	0000000-0		243FB017		\$594.75-C	\$195,000.00	NC Supreme Court
038031	2/19/2013	OCEAN ISLE PALMS LLC	SC-434 (2010)	0000000-0		243FC00101		\$446.06-C	\$146,250.00	NC Supreme Court
038032	2/19/2013	OCEAN ISLE PALMS LLC	SC-435 (2010)	0000000-0		243FC00102		\$446.06-C	\$146,250.00	NC Supreme Court
038033	2/19/2013	OCEAN ISLE PALMS LLC	SC-436 (2010)	0000000-0		243FC00103		\$446.06-C	\$146,250.00	NC Supreme Court
038034	2/19/2013	OCEAN ISLE PALMS LLC	SC-437 (2010)	0000000-0		243FC00104		\$446.06-C	\$146,250.00	NC Supreme Court
038035	2/19/2013	OCEAN ISLE PALMS LLC	SC-438 (2010)	0000000-0		243FC002		\$446.06-C	\$146,250.00	NC Supreme Court
038036	2/19/2013	OCEAN ISLE PALMS LLC	SC-439 (2010)	0000000-0		243FC003		\$446.06-C	\$146,250.00	NC Supreme Court
038037	2/19/2013	OCEAN ISLE PALMS LLC	SC-440 (2010)	0000000-0		243FC005		\$446.06-C	\$146,250.00	NC Supreme Court
038038	2/19/2013	OCEAN ISLE PALMS LLC	SC-441 (2010)	0000000-0		243FC006		\$446.06-C	\$146,250.00	NC Supreme Court
038039	2/19/2013	OCEAN ISLE PALMS LLC	SC-442 (2010)	0000000-0		243FC007		\$446.06-C	\$146,250.00	NC Supreme Court

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038040	2/19/2013	OCEAN ISLE PALMS LLC	SC-443 (2010)	0000000-0		243FC008		\$446.06-C	\$146,250.00	NC Supreme Court
038041	2/19/2013	OCEAN ISLE PALMS LLC	SC-444 (2010)	0000000-0		243FC009		\$446.06-C	\$146,250.00	NC Supreme Court
038042	2/19/2013	OCEAN ISLE PALMS LLC	SC-445 (2010)	0000000-0		243FC010		\$446.06-C	\$146,250.00	NC Supreme Court
038043	2/19/2013	OCEAN ISLE PALMS LLC	SC-446 (2010)	0000000-0		243FC011		\$446.06-C	\$146,250.00	NC Supreme Court
038044	2/19/2013	OCEAN ISLE PALMS LLC	SC-447 (2010)	0000000-0		243FC012		\$446.06-C	\$146,250.00	NC Supreme Court
038045	2/19/2013	OCEAN ISLE PALMS LLC	SC-448 (2010)	0000000-0		243FC013		\$446.06-C	\$146,250.00	NC Supreme Court
038046	2/19/2013	OCEAN ISLE PALMS LLC	SC-449 (2010)	0000000-0		243FC014		\$446.06-C	\$146,250.00	NC Supreme Court
038047	2/19/2013	OCEAN ISLE PALMS LLC	SC-450 (2010)	0000000-0		243FC015		\$446.06-C	\$146,250.00	NC Supreme Court
038048	2/19/2013	OCEAN ISLE PALMS LLC	SC-451 (2010)	0000000-0		243FC016		\$446.06-C	\$146,250.00	NC Supreme Court
038049	2/19/2013	OCEAN ISLE PALMS LLC	SC-452 (2010)	0000000-0		243FC017		\$446.06-C	\$146,250.00	NC Supreme Court
038050	2/19/2013	OCEAN ISLE PALMS LLC	SC-453 (2010)	0000000-0		243FC018		\$446.06-C	\$146,250.00	NC Supreme Court
038051	2/19/2013	OCEAN ISLE PALMS LLC	SC-454 (2010)	0000000-0		243FC019		\$446.06-C	\$146,250.00	NC Supreme Court
038052	2/19/2013	OCEAN ISLE PALMS LLC	SC-455 (2010)	0000000-0		243FC020		\$446.06-C	\$146,250.00	NC Supreme Court
038053	2/19/2013	OCEAN ISLE PALMS LLC	SC-456 (2010)	0000000-0		243FC021		\$446.06-C	\$146,250.00	NC Supreme Court
038054	2/19/2013	OCEAN ISLE PALMS LLC	SC-457 (2010)	0000000-0		243FC022		\$446.06-C	\$146,250.00	NC Supreme Court
038055	2/19/2013	OCEAN ISLE PALMS LLC	SC-458 (2010)	0000000-0		243FC023		\$446.06-C	\$146,250.00	NC Supreme Court
038056	2/19/2013	OCEAN ISLE PALMS LLC	SC-459 (2010)	0000000-0		243FC024		\$446.06-C	\$146,250.00	NC Supreme Court

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# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038057	2/19/2013	OCEAN ISLE PALMS LLC	SC-460 (2010)	0000000-0		243FC025		\$446.06-C	\$146,250.00	NC Supreme Court
038058	2/19/2013	OCEAN ISLE PALMS LLC	SC-461 (2010)	0000000-0		243FC026		\$446.06-C	\$146,250.00	NC Supreme Court
038059	2/19/2013	OCEAN ISLE PALMS LLC	SC-462 (2010)	0000000-0		243FC028		\$446.06-C	\$146,250.00	NC Supreme Court
038060	2/19/2013	OCEAN ISLE PALMS LLC	SC-463 (2010)	0000000-0		243FC029		\$446.06-C	\$146,250.00	NC Supreme Court
038061	2/19/2013	OCEAN ISLE PALMS LLC	SC-464 (2010)	0000000-0		243FC030		\$446.06-C	\$146,250.00	NC Supreme Court
038062	2/19/2013	OCEAN ISLE PALMS LLC	SC-465 (2010)	0000000-0		243FC031		\$446.06-C	\$146,250.00	NC Supreme Court
038063	2/19/2013	OCEAN ISLE PALMS LLC	SC-466 (2010)	0000000-0		243FC032		\$446.06-C	\$146,250.00	NC Supreme Court
038064	2/19/2013	OCEAN ISLE PALMS LLC	SC-467 (2010)	0000000-0		243FC033		\$446.06-C	\$146,250.00	NC Supreme Court
038065	2/19/2013	OCEAN ISLE PALMS LLC	SC-468 (2010)	0000000-0		243FC034		\$446.06-C	\$146,250.00	NC Supreme Court
038066	2/19/2013	OCEAN ISLE PALMS LLC	SC-469 (2010)	0000000-0		243FC035		\$446.06-C	\$146,250.00	NC Supreme Court
038067	2/19/2013	OCEAN ISLE PALMS LLC	SC-470 (2010)	0000000-0		243FC036		\$446.06-C	\$146,250.00	NC Supreme Court
038068	2/19/2013	OCEAN ISLE PALMS LLC	SC-471 (2010)	0000000-0		243FC037		\$446.06-C	\$146,250.00	NC Supreme Court
038069	2/19/2013	OCEAN ISLE PALMS LLC	SC-472 (2010)	0000000-0		243FC038		\$446.06-C	\$146,250.00	NC Supreme Court
038070	2/19/2013	OCEAN ISLE PALMS LLC	SC-473 (2010)	0000000-0		243FC040		\$446.06-C	\$146,250.00	NC Supreme Court
038071	2/19/2013	OCEAN ISLE PALMS LLC	SC-474 (2010)	0000000-0		243FC041		\$446.06-C	\$146,250.00	NC Supreme Court
038072	2/19/2013	OCEAN ISLE PALMS LLC	SC-475 (2010)	0000000-0		243FC042		\$446.06-C	\$146,250.00	NC Supreme Court
038073	2/19/2013	OCEAN ISLE PALMS LLC	SC-476 (2010)	0000000-0		243FC043		\$446.06-C	\$146,250.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038074	2/19/2013	OCEAN ISLE PALMS LLC	SC-477 (2010)	0000000-0		243FC044		\$446.06-C	\$146,250.00	NC Supreme Court
038075	2/19/2013	OCEAN ISLE PALMS LLC	SC-478 (2010)	0000000-0		243FC045		\$446.06-C	\$146,250.00	NC Supreme Court
038076	2/19/2013	OCEAN ISLE PALMS LLC	SC-479 (2010)	0000000-0		243FC046		\$446.06-C	\$146,250.00	NC Supreme Court
038077	2/19/2013	OCEAN ISLE PALMS LLC	SC-480 (2010)	0000000-0		243FC047		\$446.06-C	\$146,250.00	NC Supreme Court
038078	2/19/2013	OCEAN ISLE PALMS LLC	SC-481 (2010)	0000000-0		243FC049		\$446.06-C	\$146,250.00	NC Supreme Court
038079	2/19/2013	OCEAN ISLE PALMS LLC	SC-482 (2010)	0000000-0		243FC050		\$446.06-C	\$146,250.00	NC Supreme Court
038080	2/19/2013	OCEAN ISLE PALMS LLC	SC-483 (2010)	0000000-0		243FC051		\$446.06-C	\$146,250.00	NC Supreme Court
038081	2/19/2013	OCEAN ISLE PALMS LLC	SC-484 (2010)	0000000-0		243FC052		\$545.19-C	\$178,750.00	NC Supreme Court
038082	2/19/2013	OCEAN ISLE PALMS LLC	SC-485 (2010)	0000000-0		243FC053		\$545.19-C	\$178,750.00	NC Supreme Court
038083	2/19/2013	OCEAN ISLE PALMS LLC	SC-486 (2010)	0000000-0		243FC054		\$545.19-C	\$178,750.00	NC Supreme Court
038084	2/19/2013	OCEAN ISLE PALMS LLC	SC-487 (2010)	0000000-0		243FC055		\$545.19-C	\$178,750.00	NC Supreme Court
038085	2/19/2013	OCEAN ISLE PALMS LLC	SC-488 (2010)	0000000-0		243FC056		\$545.19-C	\$178,750.00	NC Supreme Court
038086	2/19/2013	OCEAN ISLE PALMS LLC	SC-489 (2010)	0000000-0		243FC057		\$545.19-C	\$178,750.00	NC Supreme Court
038087	2/19/2013	OCEAN ISLE PALMS LLC	SC-490 (2010)	0000000-0		243FC058		\$545.19-C	\$178,750.00	NC Supreme Court
038088	2/19/2013	OCEAN ISLE PALMS LLC	SC-491 (2010)	0000000-0		243FC059		\$545.19-C	\$178,750.00	NC Supreme Court
038089	2/19/2013	OCEAN ISLE PALMS LLC	SC-492 (2010)	0000000-0		243FC060		\$545.19-C	\$178,750.00	NC Supreme Court
038090	2/19/2013	OCEAN ISLE PALMS LLC	SC-493 (2010)	0000000-0		243FC061		\$545.19-C	\$178,750.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038091	2/19/2013	OCEAN ISLE PALMS LLC	SC-494 (2010)	0000000-0		243FC062		\$545.19-C	\$178,750.00	NC Supreme Court
038092	2/19/2013	OCEAN ISLE PALMS LLC	SC-495 (2010)	0000000-0		243FC063		\$545.19-C	\$178,750.00	NC Supreme Court
038093	2/19/2013	OCEAN ISLE PALMS LLC	SC-496 (2010)	0000000-0		243FC064		\$545.19-C	\$178,750.00	NC Supreme Court
038094	2/19/2013	OCEAN ISLE PALMS LLC	SC-497 (2010)	0000000-0		243FC065		\$446.06-C	\$146,250.00	NC Supreme Court
038095	2/19/2013	OCEAN ISLE PALMS LLC	SC-498 (2010)	0000000-0		243FC066		\$446.06-C	\$146,250.00	NC Supreme Court
038096	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-499 (2010)	0000000-0	SHALLOTTE	2140012704	SHALLOTTE	\$15.37-C \$13.61-SHA	\$5,040.00	NC Supreme Court
038097	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-500 (2010)	0000000-0	SHALLOTTE	2140012708	SHALLOTTE	\$16.84-C \$14.90-SHA	\$5,520.00	NC Supreme Court
038098	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-501 (2010)	0000000-0	SHALLOTTE	2141D001	SHALLOTTE	\$329.40-C \$291.60-SHA	\$108,000.00	NC Supreme Court
038099	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-502 (2010)	0000000-0	SHALLOTTE	2141D019	SHALLOTTE	\$457.50-C \$405.00-SHA	\$150,000.00	NC Supreme Court
038100	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-503 (2010)	0000000-0	SHALLOTTE	2141D020	SHALLOTTE	\$457.50-C \$405.00-SHA	\$150,000.00	NC Supreme Court
038101	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-504 (2010)	0000000-0	SHALLOTTE	2141D021	SHALLOTTE	\$457.50-C \$405.00-SHA	\$150,000.00	NC Supreme Court
038102	2/19/2013	RIVERS EDGE GOLF & PLANTATION CLUB LLC	SC-505 (2010)	0000000-0	SHALLOTTE	2141D024	SHALLOTTE	\$457.50-C \$405.00-SHA	\$150,000.00	NC Supreme Court
038103	2/19/2013	Saunders, Mark (Coastal Communities)	SC-506 (2010)	0000000-0		201LC001		\$283.65-C	\$93,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038104	2/19/2013	Saunders, Mark (Coastal Communities)	SC-507 (2010)	0000000-0		201LC002		\$283.65-C	\$93,000.00	NC Supreme Court
038105	2/19/2013	Saunders, Mark (Coastal Communities)	SC-508 (2010)	0000000-0		201LC003		\$283.65-C	\$93,000.00	NC Supreme Court
038106	2/19/2013	Saunders, Mark (Coastal Communities)	SC-509 (2010)	0000000-0		201MC002		\$686.25-C	\$225,000.00	NC Supreme Court
038107	2/19/2013	Saunders, Mark (Coastal Communities)	SC-510 (2010)	0000000-0		201MC003		\$686.25-C	\$225,000.00	NC Supreme Court
038108	2/19/2013	Saunders, Mark (Coastal Communities)	SC-511 (2010)	0000000-0		201MC004		\$686.25-C	\$225,000.00	NC Supreme Court
038109	2/19/2013	Saunders, Mark (Coastal Communities)	SC-512 (2010)	0000000-0		201MC005		\$686.25-C	\$225,000.00	NC Supreme Court
038110	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-513 (2010)	0000000-0		202BA00106		\$378.20-C	\$124,000.00	NC Supreme Court
038111	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-514 (2010)	0000000-0		202GA018		\$549.00-C	\$180,000.00	NC Supreme Court
038112	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-515 (2010)	0000000-0		202GA063		\$378.20-C	\$124,000.00	NC Supreme Court
038113	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-516 (2010)	0000000-0		202GA065		\$378.20-C	\$124,000.00	NC Supreme Court
038114	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-517 (2010)	0000000-0		202GC001		\$378.20-C	\$124,000.00	NC Supreme Court
038115	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-518 (2010)	0000000-0		202GC002		\$378.20-C	\$124,000.00	NC Supreme Court

# Tax Releases for March 2013 (NC Supreme Court)

## REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038116	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-519 (2010)	0000000-0		202GC003		\$378.20-C	\$124,000.00	NC Supreme Court
038117	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-520 (2010)	0000000-0		202GC034		\$378.20-C	\$124,000.00	NC Supreme Court
038118	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-521 (2010)	0000000-0		202GC037		\$378.20-C	\$124,000.00	NC Supreme Court
038119	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-522 (2010)	0000000-0		202GC039		\$378.20-C	\$124,000.00	NC Supreme Court
038120	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-523 (2010)	0000000-0		202GC040		\$378.20-C	\$124,000.00	NC Supreme Court
038121	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-524 (2010)	0000000-0		202GC041		\$378.20-C	\$124,000.00	NC Supreme Court
038122	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-525 (2010)	0000000-0		202GC042		\$378.20-C	\$124,000.00	NC Supreme Court
038123	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-526 (2010)	0000000-0		202GC043		\$378.20-C	\$124,000.00	NC Supreme Court
038124	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-527 (2010)	0000000-0		202GC045		\$378.20-C	\$124,000.00	NC Supreme Court
038125	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-528 (2010)	0000000-0		202GC046		\$378.20-C	\$124,000.00	NC Supreme Court
038126	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-529 (2010)	0000000-0		202GC047		\$378.20-C	\$124,000.00	NC Supreme Court
038127	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-530 (2010)	0000000-0		202GC050		\$378.20-C	\$124,000.00	NC Supreme Court



## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038128	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-531 (2010)	0000000-0		202GC051		\$549.00-C	\$180,000.00	NC Supreme Court
038129	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-532 (2010)	0000000-0		202GC052		\$549.00-C	\$180,000.00	NC Supreme Court
038130	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-533 (2010)	0000000-0		202GC054		\$378.20-C	\$124,000.00	NC Supreme Court
038131	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-534 (2010)	0000000-0		202GC095		\$378.20-C	\$124,000.00	NC Supreme Court
038132	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-535 (2010)	0000000-0		202GC115		\$378.20-C	\$124,000.00	NC Supreme Court
038133	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-536 (2010)	0000000-0		202GC120		\$378.20-C	\$124,000.00	NC Supreme Court
038134	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-537 (2010)	0000000-0		202GC135		\$378.20-C	\$124,000.00	NC Supreme Court
038135	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-538 (2010)	0000000-0		202GC136		\$378.20-C	\$124,000.00	NC Supreme Court
038136	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-539 (2010)	0000000-0		202GC137		\$378.20-C	\$124,000.00	NC Supreme Court
038137	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-540 (2010)	0000000-0		202GC145		\$378.20-C	\$124,000.00	NC Supreme Court
038138	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-541 (2010)	0000000-0		202GC150		\$378.20-C	\$124,000.00	NC Supreme Court
038139	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-542 (2010)	0000000-0		202GC152		\$378.20-C	\$124,000.00	NC Supreme Court

## Tax Releases for March 2013 (NC Supreme Court)

### REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
038140	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-543 (2010)	0000000-0		202GC155		\$378.20-C	\$124,000.00	NC Supreme Court
038141	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-544 (2010)	0000000-0		202GC156		\$378.20-C	\$124,000.00	NC Supreme Court
038142	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-545 (2010)	0000000-0		202GC157		\$378.20-C	\$124,000.00	NC Supreme Court
038143	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-546 (2010)	0000000-0		202GC158		\$378.20-C	\$124,000.00	NC Supreme Court
038144	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-547 (2010)	0000000-0		202GC159		\$378.20-C	\$124,000.00	NC Supreme Court
038145	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-548 (2010)	0000000-0		202GC160		\$378.20-C	\$124,000.00	NC Supreme Court
038146	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-549 (2010)	0000000-0		202GC161		\$549.00-C	\$180,000.00	NC Supreme Court
038147	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-550 (2010)	0000000-0		202GC163		\$549.00-C	\$180,000.00	NC Supreme Court
038148	2/19/2013	SEAWATCH @ SUNSET HARBOR LLC	SC-551 (2010)	0000000-0		202GC169		\$378.20-C	\$124,000.00	NC Supreme Court

## Release Category Codes

### Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
SC	SANDY CREEK

### Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
SAD25	SAD 25
SCLL	SANDY CREEK LATE LIST

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## Release Category Codes

Release Code	Release Type
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SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

Release Code	Release Type
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SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

058

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-C

**FROM:** Ann B. Hardy  
Ext. # 2060

**MEETING DATE:** March 04, 2013

**DATE SUBMITTED:** Feb. 22, 2013

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Fiscal Items for Approval

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**BACKGROUND/PURPOSE OF REQUEST:**

Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature are presented on the consent agenda for approval.

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**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:** ☒ YES ☐ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:** ☒ YES ☐ NO

**PRE-AUDIT CERTIFICATION REQUIRED:** ☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS** ☒ YES ☐ NO

The Winnabow Fire Department negotiated financing with the Local Government Federal Credit Union Commercial Lending for a new station in the amount of \$146,000 with quarterly payments of \$4,229. The department is in good standing with the county and appears to have the funds to make the payments.

The Chief provided the attached evidence of the published notice and held a public hearing on February 7, 2013 regarding the matter. A copy of the publication and proposed amortization schedule are attached. Chief Mercer provided the information to the Board of Commissioners to make the county aware of the financing. No action is needed.

**General Fund-GREAT Grant**

Revenues:

Gifts & Memorials	104309-383300	\$50
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Expenditures:

Supplies	104309-426000	\$50
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The budget amendment above is to appropriate \$50 of donated funds from the Brunswick County Bar Association for the Sheriff's Department GREAT Program to purchase a GREAT logo tablecloth for the graduation ceremony.

**General Fund-Sheriff's Department****Revenues:**

Gifts & Memorials	104310-383303	\$1,894
Other Sales & Services (Deputies Serving as Security for Events)	104310-383961	\$44,279

**Expenditures:**

Salary & Wages – Clothing	104310-412207	\$1,500
Salary & Wages – Temporary/Part-Time	104310-412600	\$20,000
Uniforms	104310-421200	\$20,000
Departmental Supplies	104310-426002	\$1,600
Travel – Subsistence	104310-431200	\$745
Repair & Maintenance. – Boat	104310-435210	\$779
Dues	104310-449100	\$400
Miscellaneous Expense	104310-449900	\$175
Employee/Volunteer Appreciation	104310-449939	\$974

The budget amendment above is to appropriate Gifts & Memorials and Sales & Services fees for deputies serving at events for a fee earned in excess of amounts budgeted for expenditures in the Sheriff's department budget that are anticipated to exceed amounts budgeted.

**General Fund- Detention Center****Revenues:**

County Inmate Reimbursement	104320-383994	\$69,810
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**Expenditures:**

Salary & Wages – Clothing	104320-412207	\$500
Uniforms	104320-421200	\$40,000
Equipment Less Than \$500	104320-426100	\$14,310
Repair & Maintenance - Equipment	104320-435200	\$15,000

The budget amendment above is to appropriate additional County Inmate Reimbursement revenue in the Detention Center for expenditures in the Sheriff's detention budget that are anticipated to exceed amounts budgeted.

**General Fund- Animal Protective Services****Revenues:**

Gifts & Memorials	104380-383303	\$5,511
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**Expenditures:**

Advertising	104380-439100	\$5,511
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The budget amendment above is to appropriate Gifts & Memorials received in the Animal Protective Services budget for advertising on a 14' x 36' billboard on highway 17 at the direction of the Sheriff.

#### **General Fund- Cooperative Extension**

##### **Revenues:**

Miscellaneous Revenues	104950-383900	\$500
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##### **Expenditures:**

Special Projects	104950-423104	\$500
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The budget amendment above is to appropriate funds from the Corn Growers association designated for the purchase of a Nexus 7 tablet to be installed with agricultural applications and then loaned to growers on a schedule to allow sufficient time to utilize the technology without hindering other grower's technology usage in an effort to increase crop quality and quantity.

#### **Health Department-Breast and Cervical Cancer Control Program**

##### **Revenues:**

State Revenues Restricted	135157-332102	\$4,400
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##### **Expenditures:**

Special Programs	135157-423100	\$4,400
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The budget amendment above is to appropriate additional state revenue in the amount of \$4,400 for special programs in the Breast and Cervical Cancer Control Program.

#### **Health Department-Environmental Health Food & Lodging Program**

##### **Expenditures:**

Salary & Wages – Regular	135182-412100	(\$10,000)
Contracted Services	135182-439900	\$10,000

The budget transfer above is to transfer lapsed salaries in the Environmental Health Food & Lodging Program to for contracted services to required to maintain state inspection standards.

#### **Water Fund**

##### **Revenues:**

Expendable Net Assets Appropriated	619800-399200	\$600,000
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##### **Expenditures:**

Capital Outlay- Electronic Meters	617110-459605	\$600,000
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The budget amendment above is to appropriate expendable net assets of the Water Fund for the purchase of electronic meters. The program to phase in electronic meters is currently ahead of schedule and the supply of meters will soon run out. The utility department is using county staff to

install the meters to save funds. It is advantageous to provide the staff with more meters in this fiscal year to expedite the automated meter reading project so that the county can take advantage of the cost savings of not manually reading meters and additional service revenue from more accurate meters.

**County Capital Projects Fund**

**Revenues:**

Performance Bond Revenues	438194-397000	\$(16,291)
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**Expenditures:**

Construction	438194-464002	(\$16,291)
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**County Capital Reserve Fund**

**Revenues:**

Performance Bond Revenues	439801-397000	\$16,291
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**Expenditures:**

Undesignated Funds	439801-464299	\$16,291
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The budget amendment above is to transfer performance bonds to capital project reserve funds undesignated in order to close the Goose Marsh Project. The funds will be available for a future project at the discretion of the Board of Commissioners.

**County of Brunswick, North Carolina  
Brunswick County Goose Marsh Phase 1B Capital Project**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Goose Marsh Phase 1B Capital Project:

**Goose Marsh Phase 1B Capital Project:**

**Revenues:**

Performance Bonds	<u>\$154,530</u>
-------------------	------------------

<b>Total Goose Marsh Phase 1B Capital Project</b>	<b>\$154,530</b>
---------------------------------------------------	------------------

**Revenues**

**Expenditures:**

Construction	<u>\$154,000</u>
--------------	------------------

<b>Total Goose Marsh Phase 1B Capital Project</b>	<b>\$154,000</b>
---------------------------------------------------	------------------

**Expenditures**

Section 2. This Capital Project Ordinance shall be entered into the minutes of the March 4, 2013 meeting of the Brunswick County Board of Commissioners.



**CONTRACTS/AGREEMENTS:**

REVIEWED BY COUNTY ATTORNEY:

☐ YES☐ NO☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**COUNTY MANAGER'S RECOMMENDATION:**

Approve FY 2012-2013 Annual Budget Amendments and Capital Project Ordinance Amendment and Acknowledge Proposed Winnabow Fire Department Financing.

---

**ATTACHMENTS:**

1. Winnabow VFD Financing Information
2. \_\_\_\_\_
3. \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

APPROVED:

☐

DENIED:

☐

DEFERRED

UNTIL:

\_\_\_\_\_

ATTEST:

CLERK TO THE BOARD

\_\_\_\_\_  
SIGNATURE

OTHER:



003

February 19, 2013

Local Government Federal Credit Union Commercial Lending is pleased to offer the following proposal for financing a new station for Winnabow Volunteer Fire Department, Inc.

**Loan Amount:** \$148,000

**Loan Terms:** 10 year term, 2.95% fixed rate.  
Rate lock for 60 days from receipt of application package.

**Payments:** Quarterly payments of \$4,229

**Collateral:** 1<sup>st</sup> Deed of Trust on Land and Building

**Charges:** A commercial real estate appraisal (est. \$2,000-\$3,000), title insurance equal to the amount of the loan, flood certification certificate (\$17.00), recording fees (est. \$45.00), title insurance and closing by an attorney will be required. (est. \$600-\$1,500).

**Fees:** LGFCU Financial Partners, LLC will not charge a loan origination fee, loan fees, or a prepayment penalty fee.

**Closing:** This transaction shall be closed in compliance with all applicable NC laws governing this type of transaction.

This letter includes a summary of the key points to be contained in the loan documentation. The final documentation will include additional terms and covenants that are usual and customary for this type transaction. This proposal does not constitute loan approval and the terms are subject to change without notice.

Please contact me at 919.866.3183 should you have any questions.

Thank you for your service and your support

Best regards,

Loren Pittman  
Commercial Loan Officer



## WINNABOW VOLUNTEER FIRE DEPARTMENT

TRAVIS MERCER, CHIEF

910-253-5505

info@winnabowfire.com

161 Governors Rd

PO BOX 159

Winnabow, NC 28479

### Public Meeting Summary

Pursuant to published notice, the Winnabow Volunteer Fire Department, Inc. held a public meeting on February 7th, 2013 at 7:00 pm at the Winnabow Volunteer Fire Department meeting room located at 161 Governors Road, Winnabow NC 28479.

President Rick Love called the meeting to order at 1900 (time).

The following is a list of persons who spoke at the meeting and their comments:

There being no further persons wishing to speak, Mr. Love called an end to the meeting at 1930 (time).

The foregoing constitutes a complete and accurate summary of the proceedings at a public meeting held by the Winnabow Volunteer Fire Department, Inc. at the time and place indicated above.

Dated this 7<sup>th</sup> day of February, 2013

A handwritten signature of Rick Love, President of the Winnabow Volunteer Fire Department.

Rick Love, President BOD  
Winnabow Volunteer Fire Dept.

Date: 02/12/2013

**LGFCU Financial Partners, LLC**

Page 1

Customer Name: Winnabow Volunteer Fire Department, Inc

Funding Date: 03/15/2013

Compounding: U.S. Rule

Principal: 146,000.00

First Payment Date: 06/15/2013

Period: Actual/365

Initial Interest Rate: 0.000%

Pmt Schedule: Quarterly

Interest Rate: 2.950%

Pmt Amount: 4,228.79

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	06/15/2013	92	\$4,228.79	1,085.60	3,143.19	142,856.81	\$3,143.19
2	09/15/2013	92	\$4,228.79	1,062.23	3,166.56	139,690.25	\$6,309.75
3	12/15/2013	91	\$4,228.79	1,027.39	3,201.40	136,488.85	\$9,511.15
4	03/15/2014	90	\$4,228.79	992.82	3,235.97	133,252.88	\$12,747.12
5	06/15/2014	92	\$4,228.79	990.82	3,237.97	130,014.91	\$15,985.09
6	09/15/2014	92	\$4,228.79	966.74	3,262.05	126,752.86	\$19,247.14
7	12/15/2014	91	\$4,228.79	932.24	3,296.55	123,456.31	\$22,543.69
8	03/15/2015	90	\$4,228.79	898.02	3,330.77	120,125.54	\$25,874.46
9	06/15/2015	92	\$4,228.79	893.21	3,335.58	116,789.96	\$29,210.04
10	09/15/2015	92	\$4,228.79	868.41	3,360.38	113,429.58	\$32,570.42
11	12/15/2015	91	\$4,228.79	834.25	3,394.54	110,035.04	\$35,964.96
12	03/15/2016	91	\$4,228.79	809.29	3,419.50	106,615.54	\$39,384.46
13	06/15/2016	92	\$4,228.79	792.75	3,436.04	103,179.50	\$42,820.50
14	09/15/2016	92	\$4,228.79	767.20	3,461.59	99,717.91	\$46,282.09
15	12/15/2016	91	\$4,228.79	733.40	3,495.39	96,222.52	\$49,777.48
16	03/15/2017	90	\$4,228.79	699.92	3,528.87	92,693.65	\$53,306.35
17	06/15/2017	92	\$4,228.79	689.23	3,539.56	89,154.09	\$56,845.91
18	09/15/2017	92	\$4,228.79	662.92	3,565.87	85,588.22	\$60,411.78
19	12/15/2017	91	\$4,228.79	629.48	3,599.31	81,988.91	\$64,011.09
20	03/15/2018	90	\$4,228.79	596.39	3,632.40	78,356.51	\$67,643.49
21	06/15/2018	92	\$4,228.79	582.63	3,646.16	74,710.35	\$71,289.65
22	09/15/2018	92	\$4,228.79	555.52	3,673.27	71,037.08	\$74,962.92
23	12/15/2018	91	\$4,228.79	522.46	3,706.33	67,330.75	\$78,669.25
24	03/15/2019	90	\$4,228.79	489.76	3,739.03	63,591.72	\$82,408.28
25	06/15/2019	92	\$4,228.79	472.84	3,755.95	59,835.77	\$86,164.23
26	09/15/2019	92	\$4,228.79	444.92	3,783.87	56,051.90	\$89,948.10
27	12/15/2019	91	\$4,228.79	412.25	3,816.54	52,235.36	\$93,764.64
28	03/15/2020	91	\$4,228.79	384.18	3,844.61	48,390.75	\$97,609.25
29	06/15/2020	92	\$4,228.79	359.82	3,868.97	44,521.78	\$101,478.22
30	09/15/2020	92	\$4,228.79	331.05	3,897.74	40,624.04	\$105,375.96
31	12/15/2020	91	\$4,228.79	298.78	3,930.01	36,694.03	\$109,305.97
32	03/15/2021	90	\$4,228.79	266.91	3,961.88	32,732.15	\$113,267.85
33	06/15/2021	92	\$4,228.79	243.38	3,985.41	28,746.74	\$117,253.26
34	09/15/2021	92	\$4,228.79	213.75	4,015.04	24,731.70	\$121,268.30
35	12/15/2021	91	\$4,228.79	181.90	4,046.89	20,684.81	\$125,315.19
36	03/15/2022	90	\$4,228.79	150.46	4,078.33	16,606.48	\$129,393.52
37	06/15/2022	92	\$4,228.79	123.48	4,105.31	12,501.17	\$133,498.83
38	09/15/2022	92	\$4,228.79	92.95	4,135.84	8,365.33	\$137,634.67
39	12/15/2022	91	\$4,228.79	61.53	4,167.26	4,198.07	\$141,801.93
40	03/15/2023	90	\$4,228.61	30.54	4,198.07	.00	\$146,000.00

2023	Totals:	169,151.42	23,151.42	146,000.00
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Grand Totals:	169,151.42	23,151.42	146,000.00
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This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

# ADVERTISEMENT FOR BIDS

Winnabow Volunteer Fire Department, Inc is advertising for formal bids on a building loan. Information on the proposed building and property may be picked up at the department at 161 Governors Road, Winnabow NC 28479. All bids should be returned properly labeled "Building Purchase", on the front of a sealed envelope. All bids should be in possession of Chief Travis Mercer no later than the 7th of February, by 7pm at which time each bid shall be opened and read aloud. Winnabow Volunteer Fire Department, Inc. reserves the right to reject any and all bids. Questions may be directed to Chief Travis Mercer @ 910-253-5505.

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

## AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared

**Angie Sutton**

who, being first duly sworn, deposes and says: that she is

**General Manager**

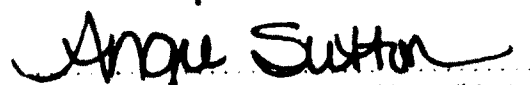
(Owner, partner, publisher, or other officer or employee  
authorized to make this affidavit)

of The Brunswick Beacon, a newspaper published, issued, and entered as periodical mail in the Town of Shallotte in the said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Brunswick Beacon on the following date(s):


**January 31, 2013**

and that the said newspaper in which such notice, paper document or legal advertisement was published, was at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This the 31st day of January, 2013.

  
(Signature of person making affidavit)

Sworn to and subscribed before me this 31st day of January, 2013.

  
(Notary Public)

My commission expires: December 29, 2014.

**NOTICE OF PUBLIC HEARING  
CONCERNING PROPOSED  
FINANCING OF UP TO \$225,000  
BY WINNABOW VOLUNTEER FIRE  
DEPARTMENT, INC. FOR THE  
BUILDING PURCHASE PROJECT**

PLEASE TAKE NOTICE THAT Winnabow Volunteer Fire Department, Inc. (WVFD) will hold a public hearing at 7pm on Tuesday, February 7th, 2013. The hearing will be held in the training room of the WVFD, located at 161 Governors Rd. SE, Winnabow NC.

The purpose of the public hearing is to take public comments on a proposal for the WVFD to finance up to \$225,000 for the purchase of a building and property. The WVFD expects that the financed property will be located in the Winnabow Volunteer Fire Department, Inc. district.

Anyone wishing to comment on the proposed financing, the location, nature of the project, or any other aspect of the proposed undertaking may appear at the public hearing. Interested persons may also submit written comments on the subject of the hearing or may obtain additional information on the subject of the hearing from:

Chief Travis Mercer  
Winnabow Volunteer Fire Department, Inc.  
P.O. Box 159, Winnabow, NC 28479  
Phone: 910-253-5505  
Fax: 910-253-5501

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

**AFFIDAVIT OF PUBLICATION**

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared

**Angie Sutton**

who, being first duly sworn, deposes and says: that she is

**General Manager**

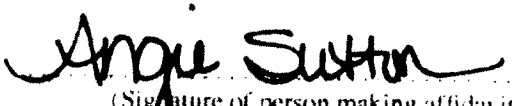
(Owner, partner, publisher, or other officer or employee  
authorized to make this affidavit)

of The Brunswick Beacon, a newspaper published, issued, and entered as periodical mail in the Town of Shallotte in the said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Brunswick Beacon on the following date(s):

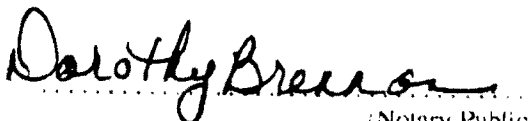
**January 31, 2013**

and that the said newspaper in which such notice, paper document or legal advertisement was published, was at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

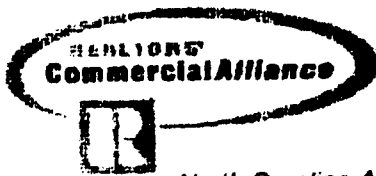
This the 31st day of January, 2013.

  
(Signature of person making affidavit)

Sworn to and subscribed before me this 31st day of January, 2013.

  
(Notary Public)

My commission expires: December 29, 2014.



# AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

North Carolina Association  
of REALTORS®

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Winnabow Volunteer Fire Department Inc

and NC Incorporation ("Buyer"), and  
(individual or State of formation and type of entity)

and D. Gregory Buckingham and wife, Teresa C. Buckingham  
individual ("Seller").  
(individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term

(a) "Property": (Address) 1905 NE Colon Mints Rd NE, Leland, NC 28451, Brunswick County

Plat Reference: (Lot(s)) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide  
at Page(s) \_\_\_\_\_, \_\_\_\_\_ County, consisting of \_\_\_\_\_ acres.

☒ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: 03500048 and 035004901  
and, (ii) some or all of the Property, consisting of approximately 3.06 acres, is described in Deed Book  
2202, Page No. 0540, Brunswick County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 182,500.00 (b) "Purchase Price" shall mean the sum of One Hundred Eighty-Two Thousand, Five Hundred  
Hundred Dollars,  
payable on the following terms:

\$ 1,500.00 (c) "Earnest Money" shall mean One Thousand, Five Hundred Dollars  
or terms as follows: \_\_\_\_\_

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Port City Properties (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

Page 1 of 8



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

Buyer Initials DLB Seller Initials TCB

STANDARD FORM 580-T  
Revised 1/2011  
© 7/2012

☒ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(ii) Proceeds of a new loan in the amount of \_\_\_\_\_ Dollars for a term of \_\_\_\_\_ years, with an amortization period not to exceed \_\_\_\_\_ years, at an interest rate not to exceed \_\_\_\_\_ % per annum with mortgage loan discount points not to exceed \_\_\_\_\_ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent (\_\_\_\_\_ %) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have a remedy to recover under the note.)

(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ \_\_\_\_\_ and evidenced by a note bearing interest at the rate of \_\_\_\_\_ percent (\_\_\_\_\_ %) per annum, and a current payment amount of \$ \_\_\_\_\_. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before \_\_\_\_\_. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, time being of the essence. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

181,000.00 (v) Cash balance of Purchase Price, at Closing in the amount of One Hundred Eighty-One Thousand Dollars.

Buyer Initials RL

Seller Initials MSH SW

Page 2 of 8

STANDARD FORM 580-T

Revised 1-2011

3-7-2012

10/1/2011



(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before March 25, 2013 or \_\_\_\_\_

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller

(e) "Examination Period" shall mean the period beginning on the Contract Date and extending through March 15, 2013

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) "Broker(s)" shall mean:

Port City Properties ("Listing Agency").  
Sophie Johnson ("Listing Agent" - License # 212359)  
Acting as: ☐ Seller's Agent; ☒ Dual Agent  
and Port City Properties ("Selling Agency").  
Sophie Johnson ("Selling Agent" - License # 212359)  
Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☒ Dual Agent

(g) "Seller's Notice Address" shall be as follows:

agent's address

except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:

161 Governors Road, Wintahow, NC 28479

except as same may be changed pursuant to Section 12.

☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:  
none

Buyer Initials RTL

Seller Initials [Signature]

Page 3 of 8

STANDARD FORM 580-T

Revised 1/2011

C 7/2012

Countertop D

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations, and the cost of any other services or expenses undertaken by Buyer under this Agreement and the following:

none

Each party shall pay its own attorney's fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys, and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"), provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before March 15, 2013, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *this being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure and notify defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials ML

Seller Initials ML

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7.7.2012

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) All Leases shall be itemized on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults for any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer (a term and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Page 5 of 8

Buyer Initials WZ

Seller Initials [Signature]

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Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1321) or defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursements:** In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. **NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 13. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties, it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

none

**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ na per \_\_\_\_\_

Buyer Initials ATL

Seller Initials

DRG SAR

STANDARD FORM 580-T

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Standard 1.0

**Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

☐ **EIPS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIPS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer Initials BTZ

Seller Initials [Signature]

STANDARD FORM 580-T

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Volunteer ID

075

BUYER:

Individual

Winnabow Volunteer Fire DepartDate: 1-27-13

Date: \_\_\_\_\_

Business Entity

Winnabow Volunteer Fire Department

(Name of Entry)

By: Richard T. LoveName Richard T. LoveTitle ChairmanDate: January 25, 2013

SELLER:

Individual

D. Gregory BuckinghamDate: 1-27-13Teresa C. BuckinghamDate: 1-27-13

Business Entity

(Name of Entry)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: \_\_\_\_\_

By: \_\_\_\_\_

While the Commission is not in a position to agree to an increase in the price of fuel oil, it is not at all easy to get the price of oil down and the Commission is not in a position to do this. The Bureau of Fuel and Oil has been very successful in getting the price of oil down and the Commission is not in a position to do this.

offer to purchase the property and is for the use and the Seller grants the following: This offer to purchase and contract is based on the buyer's ability to: obtain the approval of the Oversight Committee scheduled for February 11, 2013; obtain the approval of the County Commission scheduled for February 12, 2013; obtain loan approval based on bids for loan commitment; obtain favorable response at pre-advertized public hearing (30 days); obtain acceptable water and/or sewer report; obtain acceptable building inspection by a certified building inspector; and to obtain verification the concrete in garage is IV is verbally accepted by builder.

Notwithstanding the parties have agreed to any adjustment in the location of the Property, the said adjustment shall be subject to the Settlement of all legal and documents for transfer. Seller shall transfer Buyer upon completion of all taxes and payments due to the authorities. However, Buyer shall have the right to verify and see that all above have been completed in good order and no pending litigations have been indicated in the Co-ownership Agreement and verify that such be in compliance with

<sup>5</sup> After the initial interview, Joseph Roper signed the right agent for a paragraph in *Elmer Gimpel's* *Parade*, a 1947 film by John Huston. Roper would later correspond with Roper's lawyer regarding this Agreement and during the course of the litigation would demand the Don DeLancey Parade.

Release of documents requested under: ☒ **FOIA** ☐ **Presidential Records Act** ☐ **Other** ☐ **Presidential Records Act** ☐ **Other**

Agreement shall become effective on the date it has been signed by both parties. If changes are made to the agreement, it shall be signed by both parties.

THE UNITED NATIONS ASSOCIATION OF REALTORS, INC. MAKES NO REPRESENTATION AS TO THE  
 ACCURACY OR COMPLETENESS OF ANY INFORMATION FORMED BY SPINLOCK ASSOCIATES

1	2013-01-27	1/26/13	1-27-13
2	2013-01-27	1-27-13	1-27-13
3	2013-01-27	1-27-13	1-27-13
4	2013-01-27	1-27-13	1-27-13
5	2013-01-27	1-27-13	1-27-13
6	2013-01-27	1-27-13	1-27-13
7	2013-01-27	1-27-13	1-27-13
8	2013-01-27	1-27-13	1-27-13
9	2013-01-27	1-27-13	1-27-13
10	2013-01-27	1-27-13	1-27-13



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[illegible]

1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2012

0777

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** V-D

**FROM:** David Stanley

**MEETING DATE:** 3/4/2013

**Ext. #** 2274

**DATE SUBMITTED:** 2/20/2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Review and approve State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014.

---

**BACKGROUND/PURPOSE OF REQUEST:**

Consolidated Agreement is for the purpose of maintaining and promoting the advancement of Public Health in North Carolina and is a requirement to receive State funding for our local Public Health Programs.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☒ YES ☐ NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**COUNTY MANAGER'S RECOMMENDATION:**

Approve the State Consolidated Agreement between the State of North Carolina and Brunswick County Health and Human Services for FY 2013-2014.

---

**ATTACHMENTS:**

1. Consolidated Agreement document.
  - 2.
  - 3.
-



**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:****ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**

**CONSOLIDATED AGREEMENT**

**BETWEEN**

**THE STATE OF NORTH CAROLINA**

**AS REPRESENTED BY**

**THE STATE HEALTH DIRECTOR  
(Hereinafter called the "State")**

**AND**

**Brunswick County Health Department**

**FOR THE PURPOSE OF**

**MAINTAINING AND PROMOTING THE ADVANCEMENT OF  
PUBLIC HEALTH IN NORTH CAROLINA**

**This Amended Agreement Shall Cover a Period From**

**July 1, 2013 to June 30, 2014**

**and shall remain in force until the next Fiscal Year Agreement  
is signed except as provided for in Section J. Termination.**

**NOW, THEREFORE, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means state, federal, and/or special funding or funds throughout this agreement.)**

**A. RESPONSIBILITIES OF THE DEPARTMENT (LOCAL PUBLIC HEALTH UNIT)**

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable Federal and State laws and regulations.
2. The Department shall perform the activities specified in the Program Agreement Addenda for State funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of state representatives as part of the agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the state section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Program Agreement Addenda for State funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Program Agreement Addenda for State funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the states' centralized automated systems for claims creation and submission for processing to the state's Medicaid agency *except as allowed by NCGS 130A – 45.13 and SB245 passed in the 2011 session*. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service *except as allowed by SB245 passed in the 2011 session*, the Department shall allow DPH to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State, in order to meet public health objectives while respecting the confidentiality and integrity of each agency's data and protecting the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512. Uses and disclosures for which consent, authorization, or opportunity to agree or object is not required.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the NC General Assembly, or adopted by the Local Board of Health.
8. The Department shall provide to the State a copy of any rules adopted by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption. These rules/ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).
9. The Department shall have policies related to conflict of interest and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these documents.

10. The Department shall provide to the State a comprehensive community health assessment (CHA) at least every four years and a State of the County's Health Report each of the interim three years. NC Division of Public Health will administer this four-year cycle. The CHA should be a collaborative effort with local partners such as hospitals and community partnerships or the local Healthy Carolinians Partnership (if such exists), and shall include collection of primary data at the county level and secondary data from the state and other sources. The CHA shall include a list of community health problems based on the findings and a narrative of the assessment findings and priorities chosen (refer to accreditation activities regarding CHA or SOTCH). The CHA or SOTCH is due by the first Monday of December. The agency is required to submit community action plans to address the selected priority issues. These plans are due by the first Friday in June following the December submission of the CHA. For action plans, the agency shall include a minimum of two new evidence-based strategies (or expand current evidence-based strategies to new target populations) to address at least two Healthy North Carolina 2020 objectives from different focus areas. There are a total of 13 focus areas and 40 objectives within Healthy NC 2020. The evidence-based strategies (EBS) shall be highlighted in the Action Plan and *shall include a plan for staffing, training, implementation and monitoring/evaluation for each EBS.* Action Plans need to be turned in by local health departments for their CHA. *NOTE that an action plan is expected for every CHA priority selected.* The CHA will include data analysis of those indicators that are listed in the accreditation self-assessment.
11. The Department shall provide formal training for their Board of Health (BOH) members through DHHS sponsored offerings. The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who is to provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
12. The Department shall provide Network/Internet access at the Local Health Department (or to the county network where desired) at a minimum speed of a full T-1 line in order to:
- Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
  - Rapidly communicate e-mail alerts to and from the NC State Division of Public Health regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc)
  - Access NCDPH training material and information used in self-study courses and PHTIN programs
  - Build steps of a secure infrastructure for remote data entry in the local health departments
  - Report electronically all required Environmental Health Services Section inspection data in the format and frequency specified by the division. Paper copies of inspection data are no longer accepted,

The LHD will maintain the above-described minimum connection. The LHD may choose any provider (ISP) that they wish. The LHD will also ensure security of a minimum of a T-1 connection at the LHD location. The LHD may utilize security products (i.e. firewalls) of their choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the state network.

13. The Department shall incorporate basic elements of the North Carolina Public Health logo and themeline (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon state funding. Such communication materials could include: letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.

## B. FUNDING STIPULATIONS

1. Funding for this agreement is subject to the availability of State, Federal, and Special Funds for the purpose set forth in this agreement.
2. During the period of this agreement, the Department shall not use State, Federal or Special Project funds received under this agreement to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Fees generated by the Food and Lodging Fees Collection Program may only be used to support State and Local food, lodging, and institution sanitation programs and activities.
5. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Wastewater Branch in the Environmental Health Section of the Division of Public Health in the format provided by the Section.
6. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.
7. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and state grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
8. For Departments participating in Medicaid Reimbursement, the Department shall:
  - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. *For selected health departments* receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: 1) detailed information is provided to employees, contractors and agents about the Federal & State False Claims Act and 2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.
  - b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by Federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.

- c. Establish one *charge* per clinical/support service for all payors (including Medicaid) based on their costs. All Payors must be billed the same established charge, but the Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
9. Subject to the approval of the appropriate Section, a local health department may seek reimbursement for services covered by a program operating under 10A NCAC 45 rules, Purchase of Medical Care Services (POMCS), when those services are not supported by other state or federal funds. All payment program rules and procedures as specified in the Purchase of Medical Care Services Manual must be followed.
10. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, a local health department that receives federal funds (either directly or through the Division of Public Health) for any program or service must provide interpreter services at no charge to *Limited English Proficiency* clients in all programs and services offered by the health department.
11. A local health department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.
12. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, a Department may request reimbursement for:
  - a. Nursing service personnel participating in the "Introduction to Principles and Practices of Public Health and Public Health Nursing" course. Reimbursement is \$400.00 per participant upon successful completion of the course. Reimbursement requests must be filed by the agency within 1 year of completion.
  - b. Health Department Management/Supervision level staff participating in the "Management and Supervision for Public Health Professionals" course. Reimbursement is \$600.00 per participant upon successful completion of the course. Reimbursement requests must be filed by the agency within 1 year of completion.
13. Audits/Monitoring:
  - a. The Department shall have an annual audit performed in accordance with "The Single Audit Act of 1984 as implemented by OMB Circular A-133." The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within (six) 6 months following the close of the agreement. Audit findings referred to the DHHS Controller's Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of the Division of Public Health Program Staff.
  - b. All District Health Departments and Public Health Authorities must complete quarterly a Fiscal Monitoring Report and submit to the DHHS Controller's Office based on the schedule published by the DHHS Controller's Office.
14. Equipment is a type of fixed asset consisting of specific items of property that: (1) are tangible in nature; (2) have a life longer than one year; and (3) have a significant value.
  - a. For Inventory Purposes
    - 1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.

- 2). All equipment with an acquisition cost of \$500.00 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.

b. For Prior Approval Purposes

- 1) All equipment purchased or leased with an acquisition cost exceeding \$2500.00 (*except in WIC; see item ii below for WIC requirements*), where there is an option to purchase with State/Federal funds must receive prior written approval from the appropriate Branch/Section. *For PHP&R Grant funds only* this is any purchase exceeding \$2500 *per invoice* (e.g., if the agency is purchasing a computer, monitor, printer, etc. totaling more than \$2500 or purchasing 6 computers at \$500 each, this should be treated as one purchase for purposes of prior approval.)
- 2) *For WIC*, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non computer/medical) with an acquisition cost exceeding \$500.00 must receive prior approval.
- 3) The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.

- c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

15. The Department agrees to execute the following Consolidated Federal Certifications attached to this agreement as applicable when receiving Federal funds:

- a. Certification regarding Lobbying.
- b. Certification regarding Debarment.
- c. Certification regarding Drug-Free Workplace Requirements.
- d. Certification regarding Environmental Tobacco Smoke

16. When administering the Women, Infants, and Children's Program (WIC), the Department must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the Department to support full use of the Federal administrative funds provided for the WIC program. The Federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.

17. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the Department is required to submit to the Division information that is reportable by the Division for all qualified subawardees of federal funds. The Department will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by the Division to determine the eligibility as a subawardee for reporting purposes. Information provided by the Department will be used by the Division to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.

The Department shall maintain an active record in the federal government's System for Award Management (SAM). The data which the Department had entered in the federal government's Central Contractor Registration (CCR) system has been migrated to SAM. To maintain an active SAM record, the record must be updated no less than annually. To update the record in SAM, the Department must log in at the SAM home page, [www.sam.gov](http://www.sam.gov), and follow the instructions found there.

### C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
  - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
  - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
  - c. The Department, when subcontracting, must meet the following conditions:
    - 1) The Department is not relieved of any of the duties and responsibilities provided in this agreement.
    - 2). The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
    - 3). The subcontractor will agree to allow state and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
    - 4). Upon request, the Department will make available to the State a copy of subcontracts supported with State/Federal funds.
  - d. The Department must receive prior written approval from the state to subcontract when any of the following conditions exist:
    - 1) The Department proposes to subcontract to a single entity fifty percent (50%) or more of the total state and federal funds made available through this agreement.
    - 2) The Department proposes to subcontract fifty percent (50%) or more, or \$50,000, whichever is greater, of the total state and federal funds made available through this agreement for a single public health service or program.
    - 3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.



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- e. The Department shall mail a signed copy of all final public health Funding Authorizations to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorizations, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to Counties Website), Consolidated Agreement, Agreement Addenda, Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the NC Division of Archives and History, Department of Cultural Resources and located on their website at:  
<http://www.ah.dcr.state.nc.us/records/local/default.htm>.
  - f. The Department shall mail a signed original of the Food and Lodging Local Health Department Budget Form (DPH EH 2948 (A)) to the Division of Public Health, Environmental Health Section, Environmental Health Services Branch, 1632 Mail Service Center, Raleigh, NC 27699-1632.
2. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each activity covered by this agreement in a manner consistent with instructions provided in general budgetary guidance from the Division and the specific guidance from the respective programs and enter that budget information into the Electronic Aid to Counties Website for each activity funded under this agreement.
- a. The Department shall do budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Electronic Aid to Counties Website.
3. (Local Earned Revenues) The Department shall observe the following conditions when budgeting and reporting earned revenues:
- a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third party payors.
  - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except,
    - 1) Revenue generated by WCH Section Programs, except WIC, may be budgeted and expended (consequently reported) in any WCH Section Program activity.
    - 2) Revenue generated by a local clinic or program that has no state funded activity budget (no state/federal funds) should be budgeted and associated expenditures reported in a state program activity that most closely matches the deliverables of the respective state program. This process will enable the collection of total expenditures in public health per program.
  - c. All fees collected shall be used in the current year or succeeding fiscal years.
  - d. Use of program income generated by the expenditure of Federal categorical funds will be governed by applicable Federal regulations, including, but not limited to, 45 CFR 4.
  - e. Local Budgets for DHHS Reporting:
    - 1) After preparing Local Budgets you must use the Allocation/County Line on the Electronic Aid to Counties Website to show the approved local funding.
      - i. Line item 101 on the Electronic Aid to Counties Website must be used to budget local appropriations for each program activity, if applicable.

- ii Line item 102 on the Electronic Aid to Counties Website must be used to budget Title XIX Medicaid earned revenues for each program activity, if applicable.
- iii Line item 103 on the Electronic Aid to Counties Website must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program activity, if applicable.
- iv Line item 104 on the Electronic Aid to Counties Website must be used to budget Local funding associated with Teen Pregnancy activities, if applicable.
- v Line item 106 on the Electronic Aid to Counties Website must be used to budget Local funding for bioterrorism activities, if applicable.
- vi Line item 107 on the Electronic Aid to Counties Website must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.

Note: LHD shall report **Local** expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid to County Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid to County Database.

- f. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the department must use the electronic Aid-to-Counties Website to report the pertinent month's *actual expenditures*. (NOTE that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been cut) or if the Agreement Addenda allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addenda. The Expenditure Reports must be submitted monthly in the electronic website format and certified in the website to the DHHS Controller's Office.
  - 1) Line item 101 on the Electronic Aid-to-Counties Website must be used to report local appropriations that were expended on a monthly basis.
  - 2) Line item 102 on the Electronic Aid-to-Counties Website must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis.
  - 3) Line item 103 on the Electronic Aid-to-Counties Website must be used to report other earned revenues that were expended on a monthly basis.
  - 4) Local funding for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported on the Electronic Aid-to-Counties Website on a monthly basis.
  - 5) Line item 107 must be used to report Temporary Food Establishment fees collected on a monthly basis.
- g. A local account shall be maintained for unexpended earned revenues [i.e., Title XIX fees, private insurance or private pay {cash}]. Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
- h. The amount of Title XIX fees budgeted and expended in FY 2013-2014 must equal or exceed the amount of Title XIX revenues earned during FY 2012-2013. The state will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

4. (State/ Federal Revenues only) The Department shall submit a monthly report of actual expenditures (State and/or Federal) to the DHHS Controller's Office in the Electronic Aid-to-Counties Website as referenced in 3.f. above – all reported in one system, but separated here for clarity of instructions.
- a. The Department shall submit a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Website to the DHHS Controller's Office *no later than* the dates published annually in November or December for the next calendar year. The schedule reflects a general period of 15-20 days from the end of the reporting month for submission of the Aid-to-Counties Website report, based on weekends and holidays, to allow processing time for the payment. Failure to meet the reporting deadline, as published, WILL result in the exclusion of those expenditures in the OSC E-Payment for that month. Early submission may result in earlier payment to the Department. The Department must submit these monthly Expenditure Reports, via the Aid-to-Counties Website, consecutively throughout the agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Website and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and Federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and Federal expenditures.

- b. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller's Office Schedule. Funding is based on an Allocation Method, not a Contract Method, and counties receive reimbursement for services provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.

A department's June, 2013 expenditure report will be paid in July, 2013 and will be paid from a department's funding allocation for SFY 2013-14. Therefore a department will need to submit all requests for adjustments, corrections, or amendments to expenditure reports for fiscal year 12-13, with the May, 2013 expenditure report.

- c. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month/payment months for each grant as well as the ending settlement date for a grant. (For example, a grant which ends November 30 will have 6 service/payment months charged against it: 1) June 2012 service month/paid in July; 2) July service month/paid in August; 3) August service month/paid in September; 4) September service month/paid in October; 5) October service month/ paid in November; and 6) November service month/paid either in December, or before the ending date of that grant's settlement period. In this example the remaining 6 service/payment months will be December service month/paid in January through May service month/paid in June, 2013.) For each Grant, the budgetary estimate, funding authorization and agreement addendum will have service/payment month dates listed.

- d. The Department shall submit the final LHD Expenditure Report (Electronic, via the Aid-to-Counties Website) for all programs to the DHHS Controller's Office according to the schedule published annually in November or December for the next Calendar Year by the DHHS Controller's Office. **The May Services/Paid in June will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.**
- e. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. A department should not wait to submit all adjustments with the invoice submitted to the Controller's Office at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the state Fiscal Year.
- 1) In accordance with item 4.c, above, each department must be mindful to keep current on reporting adjustments against federal funds to ensure such adjustment is received in time to be paid within the grant period for that grant.
  - 2) The Department shall review their prior reimbursement claims against payments monthly.
  - 3) Amended reports (with the exception of WIC, BFPC, FP and SFSP) must be submitted no later than the next reporting date after the grant period ends in order to be paid. (Example: if the grant period ends 9/30/13, the amended report must be received by the Controller's Office no later than the next reporting date after that – i.e., October's reporting date.)
  - 4) The only adjustments, if any, that should be submitted with the May service expenditure report submitted in June would be any missed on the prior month's claim. If a department waits until the May service month expenditure report submission to report adjustments, the DHHS Controller's Office cannot guarantee those adjustments can be verified in time for the June payment.
  - 5) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June (or earlier if grant period expires during the fiscal year) payment should be paid from local funds. If reported to the State as an adjustment, the payment will come from (and will therefore, reduce) the allocation for the next fiscal year.
- f. The Department shall submit requests for payment for services provided under 10A NCAC 45.A rules to the Claims Processing Unit, Purchase of Medical Care Services, DHHS Controller's Office.
- g. The Department shall submit requests for reimbursement for nurse training to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.
5. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in section G.21 of this document.

#### D. PERSONNEL POLICIES

1. The Department shall adhere to and fully comply with State personnel policies as found in North Carolina General Statute, Chapter 126, and 1 NCAC 8. Such policies include, but are not limited to, the following:
  - a. Equal employment opportunity,
  - b. Affirmative action,
  - c. Policies for local government employment subject to the State Personnel Act,
  - d. "Local Classification and Salary Range,"
  - e. "Compensation Policy for Local Competitive Services Employees," and
  - f. "Recruitment and Selection Policy and Procedures. "
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 10.0100.
  - a. Local health departments are responsible for sending their newly employed environmental health specialists (interns) to centralized training within 180 days from date of employment.
  - b. Arrangements for centralized training for newly-employed environmental health specialists will be handled by the Education and Training Staff, Division of Public Health.
  - c. A local health department which is contracting with an environmental health specialist employed by another department shall be responsible for assuring that all original documents, correspondence, and other public records be maintained in the health department using the contractor and the contract shall stipulate that the contractor shall be available for consultation to the public being served.
3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301(c), and shall assure that all nursing staff who provide public health services funded by this agreement comply with this rule.

#### E. CONFIDENTIALITY

All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's, or responsible person's, written consent; except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

#### F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his/her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this agreement.

2. The Department shall complete the attached Federal Certifications, including Nondiscrimination; Drug-Free Workplace Requirements; Environmental Tobacco Smoke; Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions; and Lobbying..
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this agreement.

#### G. RESPONSIBILITIES OF THE STATE

1. The State shall provide to the Department regular training, and, upon request, technical assistance in the preparation of the Consolidated Agreement and Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
  - Board Relations
  - Management Teams/Staffing
  - Policy Development
  - Program Planning and Implementation
  - Quality/Performance Improvement
  - General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community assessment.
8. The State shall act as the principal liaison between the public health system and the state's Medicaid agency on issues related to Medicaid reimbursed services provided by the state and local public health agencies and shall cooperate with the state Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.

9. The State shall design and implement annual cost studies to ensure appropriate cost-based Medicaid reimbursement.
10. The State shall work with the NC Division of Information Resource Management to provide automated systems and facilities via the Health Information System (HIS). HIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of this system.
11. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and for public health claims to all insurers submitted on behalf of the local health departments per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions.]
12. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see Business Associate Addendum to this Consolidated Agreement)
13. The State (DPH) shall provide to the Department "Budgetary Estimates of Funding Allocations" no later than February 15 of each year to use in preparation of their local budget proposals per current GS. The exception is the Food & Lodging distributions required by G.S. 130A-248(d). The State will not enter budgetary estimates into the Aid to County Database, but shall provide to the Department the Food & Lodging Local Health Department Budget Form" (DPH EN 2948 (A)) indicating the estimated funding allocation no later **March 30<sup>th</sup>** for the state fiscal year in which payment will be made.
14. The State (DHHS) shall provide a "Funding Authorization" to the Department after the receipt of the Certified State Budget. Funds must be appropriately budgeted by the State in the NC Accounting System (NCAS) prior to the issuance of the "Funding Authorization." If funds are restricted through quarterly allotments for FY14, as they were in FY10, the initial Funding Authorization will only include  $\frac{1}{4}$  of the annual amount for each specific activity involving State funds.
15. The State (DPH) shall provide funds to the Department upon receipt of this executed agreement and timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office E-Payment Schedule issued November or December of each year for the following calendar year.
16. The State (DPH) shall provide Food & Lodging funds to the Department upon receipt of the executed agreement addenda and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948 (B)).
17. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this agreement.
18. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.

19. The State shall be assured that the Department maintains expenditures of locally appropriated funds (MOE) for maternal health, child health, and family planning program activities equal to, or greater than, that reported on the Staff Time Activity Report for the period beginning July 1, 1984, and ending June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement.) This revised baseline figure will be calculated and provided to Departments for use in budget preparation.

**20. For services of the State Laboratory :**

- a. Provide free or at cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Laboratory *only* as ordered via the web-based mailroom ordering system;
- b. Assure qualified personnel to process, analyze and report test results;
- c. Assure that the State Laboratory maintains CLIA certification;
- d. Submit invoices to the local health departments via electronic means; and
- e. Collect interest (per N.C.G.S. 147-86.23 and 150-241.1) and a 10% late fee as appropriate;

**H. DISBURSEMENT OF FUNDS**

- 1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
- 2. The State shall disburse Food and Lodging funds in accordance with NCAC T15A:18A . 2900 – “Restaurant and Lodging Fee Collection and Inventory Program” in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EN 2948 (B)). The exception is that Temporary Food Establishment (TFE) fees **MUST** be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid to County Database on the ZZZZ line for Activity #874, Category 107 – Local Temporary Food Establishment (TFE – State).
- 3. Payments shall be suspended when expenditure reports are not received by the time specified (see C.4.a.). Payments will resume the month following the receipt of the delinquent expenditure reports according to the DHHS Controllers office schedule for OSC E-Payments issued in November or December of each year for the following calendar year.
- 4. Total payment by program activity is limited to the total amount of the “Funding Authorization” and any revisions received after the initial “Funding Authorization” notification.
- 5. Final payments for the SFY will be made based on the Final monthly (May services/ submitted in June Report) Expenditure Report. Final payments will be equal to the difference between approved reported expenditures and the sum of previous payments up to the limits of the approved budget. Final payments should be made no later than the June OSC E-Payment period per the DHHS Controller’s Office schedule, provided that an Expenditure Report and certification, via the Aid-to-Counties Website for each month have been received by the DHHS Office of the Controller.

**I. AMENDMENT OF AGREEMENT**



Amendments, modifications, or waivers of this agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

#### J. PROVISION OF TERMINATION

Either party may terminate this agreement for reasons other than non-compliance upon sixty (60) days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.

The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

#### K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this agreement as follows:

- a. Upon determination of non-compliance, the State shall give the Department sixty (60) days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
- b. If the above deficiencies should not be corrected to the satisfaction of the State after the sixty (60) day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
- c. If the deficiency is still not corrected within the next thirty (30) days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
- d. In the event of the Department's non-compliance with clauses of this agreement, the State may cancel, terminate, or suspend this agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K-1 (a-c) have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.

2. Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by subrecipients in N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, DHHS-DPH must perform monitoring as required in the DHHS Policy and Procedure Manual entitled "Monitoring of Programs" dated August 1, 2002 and its Monitoring Plan dated January, 2006.

Additionally, each Local Health Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by DHHS-DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.


3. If the Department or the State should be determined out of compliance with the provisions of the agreement, either party may file a formal appeal with the Office of Administrative Hearings.

**L. RECORD RETENTION**

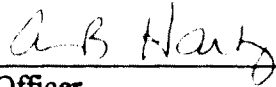
In accordance with the State's basic records retention policy, records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the State's records retention policy and in accordance with state and federal law. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. Records for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

**IN WITNESS WHEREOF**, the Department and the State have executed this agreement in duplicate originals, one of which is retained by each of the parties.

**LOCAL SIGNATURES****STATE OF NORTH CAROLINA**

 2-13-2013  
 Health Director Date  
 or Authorized Agent

\_\_\_\_\_  
 State Health Director Date

 2-14-12  
 Finance Officer Date

\_\_\_\_\_  
 Chair of County Commissioners (when required) Date

**NORTH CAROLINA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This Agreement is made effective the 1st day of July, 2013, by and between

BRUNSWICK COUNTY HEALTH DEPT.

(name of Local Health Department or "Covered Entity") and the Division of Public Health ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding "entitled" **The FY2014 Consolidated Agreement** (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the "Department") that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS.**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information in accordance with 45 CFR part 160 and part 164, subparts A and E.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- h. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- i. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose electronic protected health information or other protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information and other protected health information that it creates, receives, maintains, or transmits on behalf of a Covered Entity, as required by the Privacy and Security Rules.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of electronic protected health information or other protected health information by a Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of electronic protected health information or other protected health information not provided for by this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information and/or other protected health information received from, or created or received by Business Associate on behalf of Covered Entity (i) agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and (ii) agrees to implement reasonable and appropriate safeguards to protect such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to electronic protected health information and other protected health information in a Designated Record Set to a Covered Entity or, as directed by a Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of a Covered Entity, to make any amendment(s) to electronic protected health information and other protected health information in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning electronic protected health information and other protected health information, relating to the use and disclosure of electronic protected health information and other protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate agrees to document such disclosures of electronic protected health information and other protected health information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of electronic protected health information and other protected health information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an individual to permit such a response.

#### **4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use or disclose electronic protected health information and other protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the MOU, provided that such use or disclosure:
  - 1) would not violate the Privacy and Security Rules if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use electronic protected health information and other protected health information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may disclose electronic protected health information and other protected health information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are required by law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use electronic protected health information and other protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose electronic protected health information or other protected health information if the use or disclosure would violate any term of the MOU or by other applicable law or agreements.

#### **5. TERM AND TERMINATION**

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

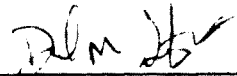
- c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the MOU or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all electronic protected health information and other protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to electronic protected health information and other protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the electronic protected health information or other protected health information.
- 2) In the event that Business Associate determines that returning or destroying the electronic protected health information or other protected health information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such electronic protected health information and other protected health information and limit further uses and disclosures of such electronic protected health information and other protected health information for those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such electronic protected health information and other protected health information.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the MOU.
- b. Except as provided in this Agreement, all terms and conditions of the MOU shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the MOU, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the MOU terms shall prevail so long as they are in accordance with the Privacy and Security Rules.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the MOU for cause.

### LOCAL SIGNATURES

  
\_\_\_\_\_  
Health Director  
Covered Entity (Local Health Dept)

  
\_\_\_\_\_  
Date

### STATE OF NORTH CAROLINA

\_\_\_\_\_  
Business Associate  
(Division of Public Health)

\_\_\_\_\_  
Date

## **AMENDMENT TO THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This document amends North Carolina Department of Health and Human Services Business Associate Addendum to the Consolidated Agreement. This amendment is made effective the 1<sup>st</sup> day of July, 2012, by and between BRUNSWICK COUNTY HEALTH DEPT. (name of Local Health Department or "Covered Entity") and the Division of Public Health ("Business Associate") (collectively the "Parties") for the purpose of specifying the breach reporting and notification requirements following an unauthorized disclosure of unsecured Protected Health Information (PHI).

### **I. DEFINITIONS:**

The terms defined below shall have the following meaning in this Amendment:

- a. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI. For the purpose of this definition, "compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational, or other harm to the individual. A use or disclosure of PHI that does not include the identifiers listed at § 164.514(e)(2), limited data set, date of birth, and zip code does not compromise the security or privacy of the PHI.

Breach excludes:

- Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a Covered Entity (CE) or Business Associate (BA) if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule.
  - Any inadvertent disclosure by a person who is authorized to access PHI at a CE or BA to another person authorized to access PHI at the same CE or BA, or organized health care arrangement in which the CE participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
  - A disclosure of PHI where a CE or BA has a good faith belief that an unauthorized person to whom the disclosure was made could not have expected to use or further disclose that information.
- b. "HITECH Act" means the "Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).
- c. "Security breach" means an incident of unauthorized access to and acquisition of unencrypted and un-redacted records or data containing personal information where illegal use of the personal information has occurred or is reasonably likely to occur or that creates a material risk of harm to a consumer. Any incident of unauthorized access to and acquisition of encrypted records or data

containing personal information along with the confidential process or key shall constitute a security breach. Good faith acquisition of personal information by an employee or agent of the business for a legitimate purpose is not a security breach, provided that the personal information is not used for a purpose other than a lawful purpose of the business and is not subject to further unauthorized disclosure.

- d. "Unsecured protected health information" means protected health information (PHI) that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5.

The following PHI shall not be regarded as Unsecured PHI:

- Electronic PHI has been encrypted as specified in the HIPAA Security rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard:
  - Valid encryption processes for data at rest (i.e. data that resides in databases, file systems and other structured storage systems) are consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
  - Valid encryption processes for data in motion (i.e. data that is moving through a network, including wireless transmission) are those that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.
- The media on which the PHI is stored or recorded has been destroyed in the following ways:
  - Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
  - Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publications 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.





## FEDERAL CERTIFICATIONS

The undersigned states that:

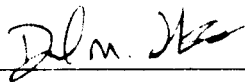
1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she **has completed** the referenced Standard Form SF-LLL, **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

☒ He or she **has not completed** the referenced Standard Form SF-LLL, **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature



HEALTH SERVICES DIRECTOR

Title

BRUNSWICK COUNTY HEALTH DEPT.

Contracting Agency's Legal Name

2/13/2013

Date

[This Certification must be signed by a representative of the Contracting Agency who is authorized to sign contracts.]

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## I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 25 COURT HOUSE DR. NE

City, State, Zip Code: BOLIVIA, NC 28422

Street Address No. 2: 1492 VILLAGE RD. NE

City, State, Zip Code: LELAND, NC 28451

# 3 ATTACHED

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

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### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

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### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No.3: 150-4 Hwy 30 EAST

City, State, Zip Code: SHALLOTTE, NC 28459

Street Address No. 2: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### V. Certification Regarding Lobbying

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form SF-LLL and its instructions are located at the following URL: <http://www.whitehouse.gov/omb/assets/omb/grants/sflllin.pdf>
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Maintenance of Effort Schedule - local health departments  
 Citation: 130A-4.1; Consolidated Agreement clause G(19)

Local Health Department	MOE Baseline-- 1985	Updated Baseline-- CPI * - 2013-14
Alamance	\$ 215,751	\$ 461,708
Albemarle District	\$ 47,803	\$ 102,298
Alexander	\$ 33,308	\$ 71,278
Anson	\$ 27,096	\$ 57,985
Appalachian District	\$ 56,663	\$ 121,258
Beaufort	\$ 63,029	\$ 134,881
Bladen	\$ 19,564	\$ 41,866
Brunswick	\$ 122,285	\$ 261,690
Buncombe	\$ 166,104	\$ 355,462
Burke	\$ 83,689	\$ 179,095
Cabarrus	\$ 250,406	\$ 535,869
Caldwell	\$ 59,226	\$ 126,743
Carteret	\$ 16,843	\$ 36,044
Caswell	\$ 31,809	\$ 68,071
Catawba	\$ 127,542	\$ 272,940
Chatham	\$ 50,121	\$ 107,259
Cherokee	\$ 11,705	\$ 25,049
Clay	\$ 1,580	\$ 3,381
Cleveland	\$ 243,917	\$ 521,983
Columbus	\$ 85,858	\$ 183,737
Craven	\$ 113,647	\$ 243,205
Cumberland	\$ 458,294	\$ 980,748
Dare	\$ 22,597	\$ 48,358
Davidson	\$ 100,199	\$ 214,425
Davie	\$ 38,546	\$ 82,489
Duplin	\$ 84,922	\$ 181,732
Durham	\$ 439,506	\$ 940,543
Edgecombe	\$ 157,941	\$ 337,994
Forsyth	\$ 508,138	\$ 1,087,415
Franklin	\$ 65,012	\$ 139,125
Gaston	\$ 342,765	\$ 733,517
Graham	\$ 3,949	\$ 8,451
Granville-Vance District	\$ 170,160	\$ 364,142
Greene	\$ 78,527	\$ 168,048
Guilford	\$ 1,605,509	\$ 3,435,790
Halifax	\$ 118,024	\$ 252,572
Harnett	\$ 69,651	\$ 149,052
Haywood	\$ 82,684	\$ 176,943
Henderson	\$ 109,750	\$ 234,866
Hertford	\$ 3,517	\$ 7,525
Hoke	\$ 25,698	\$ 54,994
Hyde	\$ 12,355	\$ 26,439
Iredell	\$ 36,698	\$ 78,535
Jackson	\$ 11,822	\$ 25,299
Johnston	\$ 196,475	\$ 420,457

Jones	\$	22,851	\$	48,901
Lee	\$	57,470	\$	122,986
Lenoir	\$	120,667	\$	258,227
Lincoln	\$	78,475	\$	167,937
Macon	\$	27,277	\$	58,373
Madison	\$	55,718	\$	119,237
MTW District	\$	97,748	\$	209,181
Mecklenburg	\$	375,712	\$	804,024
Montgomery	\$	24,389	\$	52,192
Moore	\$	36,243	\$	77,560
Nash	\$	124,412	\$	266,241
New Hanover	\$	128,664	\$	275,340
Northampton	\$	71,678	\$	153,391
Onslow	\$	63,147	\$	135,135
Orange	\$	258,834	\$	553,905
Pamlico	\$	11,162	\$	23,887
Pender	\$	-	\$	-
Person	\$	42,878	\$	91,759
Pitt	\$	164,404	\$	351,825
Randolph	\$	81,302	\$	173,986
Richmond	\$	50,348	\$	107,746
Robeson	\$	225,422	\$	482,403
Rockingham	\$	157,370	\$	336,771
Rowan	\$	178,268	\$	381,493
RPM District	\$	48,315	\$	103,395
Sampson	\$	37,229	\$	79,670
Scotland	\$	12,388	\$	26,509
Stanly	\$	23,625	\$	50,558
Stokes	\$	41,687	\$	89,211
Surry	\$	49,658	\$	106,268
Swain	\$	10,674	\$	22,842
Toe River District	\$	49,658	\$	106,268
Transylvania	\$	66,417	\$	142,133
Union	\$	25,573	\$	54,726
Wake	\$	758,321	\$	1,622,807
Warren	\$	8,551	\$	18,298
Wayne	\$	271,847	\$	581,752
Wilkes	\$	73,909	\$	158,164
Wilson	\$	59,617	\$	127,581
Yadkin	\$	20,687	\$	44,270
TOTAL:	\$	10,583,276	\$	22,648,210

## Notes:

- \* Adjusted for inflation, 1985 through 2012, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 214%

Reference for calculating CPI changes:

[http://www.bls.gov/data/inflation\\_calculator.htm](http://www.bls.gov/data/inflation_calculator.htm)





110

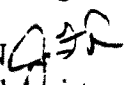
North Carolina Department of Health and Human Services  
Division of Public Health

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Laura Gerald, M.D., M.P.H.  
State Health Director

**TO:** Local Health Directors and Nursing Directors

**FROM:** Joy F. Reed, EdD, RN, FAAN   
Branch Head, Local Technical Assistance and Training  
Public Health Nursing & Professional Development Unit

**DATE:** February 15, 2013

**SUBJECT:** Public Health Nurse Training Funds

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The protocol for reimbursement under the Public Health Nurse Training Funds is an integral component in the 2013-14 Consolidated Agreement with each local health department (see B-12 Funding Stipulations in the Consolidated Agreement). In order to be reimbursed from the training funds, the attached form (DHHS 3300) will need to be completed for individuals for whom the agency is requesting reimbursement.

1. County name
2. Name(s) of Participant(s)
3. Title of Course attended
4. Dates of attendance (month and year)
5. Amount requested
6. Health Director's signature and date
7. Name and telephone number of person preparing the form DHHS 3300

You may request reimbursement upon notification of *successful completion* of the Introduction to Principles and Practices of Public Health and Public Health Nursing course (reimbursement is \$400), or the Management and Supervision for Public Health Managers and Supervisors course (reimbursement is \$600), but reimbursement must be requested within one year of successful completion of either course.

*All reimbursements are based on availability of funds.*

Please submit the completed form directly to Public Health Nursing and Professional Development Unit, 1916 Mail Service Center, Raleigh, NC 27699-1916.

Attachment: Form DHHS 3300

www.ncdhhs.gov • www.publichealth.nc.gov  
Tel 919-707-5000 • Fax 919-870-4829

Location: 5605 Six Forks Road • Raleigh, NC 27609  
Mailing Address: 1931 Mail Service Center • Raleigh, NC 27699-1931  
An Equal Opportunity / Affirmative Action Employer





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

111

**TO:** Marty K. Lawing, County Manager

**FROM:** J. Leslie Bell, AICP, HDPF  
Planning & Community Development  
Ext. # 2033

**ACTION ITEM #:** VII-1

**MEETING DATE:** 04-Mar-13

**DATE SUBMITTED:** 21-Feb-13

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☒ YES ☐ NO

Map Amendment Z-12-696

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Zoning and Map Amendment be included on your 04-Mar-13 Agenda for a Public Hearing, Second Reading and Adoption at 6:30 p.m.

The Planning Board held a Public Hearing on 14-Jan-13.

Item 1 (Map Amendment Z-696 – Planning and Community Development Department)

Item 1 is a map amendment initiated by the property owner. This request from C-LD (Commercial Low Density) and Undesignated to C-LD (Commercial Low Density) would allow for commercial use of a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from MU (Mixed Use) and Undesignated to MU (Mixed Use) a portion of for Tax Parcel 15200059 located off Old Ocean Hwy (US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

This rezoning includes approximately 0.44 acres of the total 8.45 acres.

With no public comments, the Chairman closed the Public Hearing. Ms. Dixon read the Staff Report (attached). She identified the subject property and surrounding properties on a map displayed on an overhead projector. Historically, this was mapped as a right-of-way by Brunswick County GIS. A subsequent review indicated that the access should have been mapped as an easement (see attached correspondence from GIS staff). As such, this easement portion of the subject property is not zoned. Ms. Dixon said staff recommends approval to C-LD (Commercial Low Density) in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map from Mixed Use (MU) and Undesignated to Mixed Use (MU) for Tax Parcel 15200059.

Mr. Dunham asked staff if Hope Lane SE will be affected by the proposed zoning change? Ms. Dixon replied, no. She stated that the existing easement can still be used to access properties in the immediate area. Ms. Dixon further stated that right-of-ways are not zoned and the subject property is considered an easement and part of Tax Parcel 15200059.

Mr. Jordan asked staff if the area is a portion of Tax Parcel 15200059? Ms. Dixon replied, yes. The Chairman clarified that right-of-ways are not taxable, but easements are taxable. He further stated that no structure can be constructed within the easement, but utilities can be placed within the easement.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

Yes. There is similar zoning nearby and it corrects a right-of-way versus an easement.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. Water and sewer are available via Brunswick County Public Utilities. The property is currently being used as a roadway.

- III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

No. However, an amendment can be made to the CAMA Land Use Plan.

- IV. Is the proposed amendment reasonable as it relates to the public interest?

Yes. There is similar zoning nearby.

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**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Dr. James Graham, Jr., Eric Dunham, Cynthia Henry, and Denny Jordan

**Members Absent:** None

Planning Staff recommends approval to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

Planning Staff recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC.

Planning Board recommends approval to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC [unanimous 7 to 0].

Planning Board recommends approval to the Official Brunswick County CAMA Land Use Plan Map from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC [unanimous 7 to 0].

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**COUNTY MANAGER'S RECOMMENDATION:**

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**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
  2. GIS Correspondence.
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. \_\_\_\_\_
  7. \_\_\_\_\_
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_
- 
-

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**ATTEST:**

**CLERK TO THE BOARD**

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**SIGNATURE**

**OTHER:**

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

**Zoning Map Amendment No. Z-696**

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**Description:** Change in Zoning District from C-LD (Commercial Low Density) and Undesignated to C-LD (Commercial Low Density) to C-LD (Commercial Low Density) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC. This rezoning includes approximately 0.44 acres of the total 8.45 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map has been requested from MU (Mixed Use) and Undesignated to MU (Mixed Use) for a portion of Tax Parcel 15200059 located off Old Ocean Hwy (Old US 17), Hope Lane SE, and Mercy Lane SE near Supply, NC. This land use plan map amendment includes approximately 0.44 acres of the total 8.45 acres.

I. THE REZONING DESCRIBED ABOVE 

☐ IS CONSISTENT  
☐ IS NOT CONSISTENT

 WITH  
THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 

☐ IS  
☐ IS NOT

 REASONABLE  
AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

---

---

**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,

the Brunswick County Board of Commissioners 

☐ Approve  
☐ Deny

 the Rezoning as presented and  
to amend the CAMA Land Use Plan.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

# REZONING STAFF REPORT

Date: January 14, 2012

Case#: Z-696

Tax Parcel(s): 15200059



*Previously, a small portion of the Tax Parcel 15200059 was shown in the Brunswick County Tax Records as being located in a right-of-way for Hope Lane. Upon further investigation, it was determined that it was not right-of-way and instead it was an easement. Tax records were updated leaving a small undesignated zoning area on Tax Parcel 15200059. The rezoning request is consistent with zoning on Tax Parcel 15200059 and the surrounding area.*

## ZONING ANALYSIS

*Proposed Zoning Request:*

*From:* CLD (Commercial Low Density) and Undesignated

*To:* CLD (Commercial Low Density)

"This District is intended primarily to be used in outlying areas, adjacent to major thoroughfares, with yards and other provisions for reducing conflicts with adjacent residential uses, and with substantial setbacks to reduce marginal friction on adjacent major thoroughfares. Commercial uses in this District will serve the needs of residential neighborhoods for auto-dependent commercial facilities; and serve the needs of highway oriented tourist business."

## SURROUNDING AREA ZONING DESIGNATIONS:

North: CLD

South: CLD

East: CLD

West: CLD

## LAND USE ANALYSIS

*Current Surrounding Area Land Use(s):*

☐ Agricultural/Conservation/Forestry Lands

☒ Vacant/Undeveloped Property

☒ Residential

☒ Commercial

☐ Industrial

☒ Institutional

☐ Utility

*Brunswick County CAMA Land Use Plan Land Use Classification: MU (Mixed Use) & Undesignated*

***Land Use Amendment requested to amend the Official Brunswick County Land Use Plan Map from an MU (Mixed Use) and Undesignated to Mixed Use.***



**Brunswick County CAMA Land Use Plan policies affecting this rezoning:**

- P.16 states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
- P.17 states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.
- P.112 states that Brunswick County will encourage industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential.

**OTHER SITE CONSIDERATIONS**

- ☐ Located within a FEMA Flood Hazard Zone (AE Flood Zone).
- ☐ Will correct a split zoning on a parcel(s).
- ☐ Potentially could create a *spot zoning*.
- ☒ Water and wastewater is available from the Brunswick County Public Utilities.
- ☒ Located near commercial zoned property.
- ☐ Located in an Overlay Zoning District.
- ☒ Located near other property designated as MU in the *Brunswick County CAMA Land Use Plan*.
- ☐ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☐ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located *nearby* on the rezoning site.
- ☐ Historic Site(s) known to be located on the rezoning site or nearby.

**STAFF RECOMMENDATION**

- ☒ **APPROVAL TO:**    ☐ RR   ☐ R-7500   ☐ R-6000   ☐ SBR-6000   ☐ MR-3200  
                                  ☐ CP   ☐ NC   ☒ CLD   ☐ CI   ☐ IG   ☐ RU-I   ☐ MI

- ☐ **DENIAL OF REZONING**

# Map Amendment CLD & Undesignated to CLD Z-696

CO-CLD

OCEAN HWY E US 17

Tax Parcel 15200059  
Undesignated Area

CO-CLD

FIELD-LEWIS RD NE

OLD US 17

Undesignated Area

OLD OCEAN HWY

CO-CLD

CO-CLD

LAND USE AMENDMENT  
FROM MIXED USE &  
UNDESIGNATED  
TO MIXED USE  
FOR TAX PARCEL  
15200059

CLD Area

MERCY LN SE

YORK ST SE

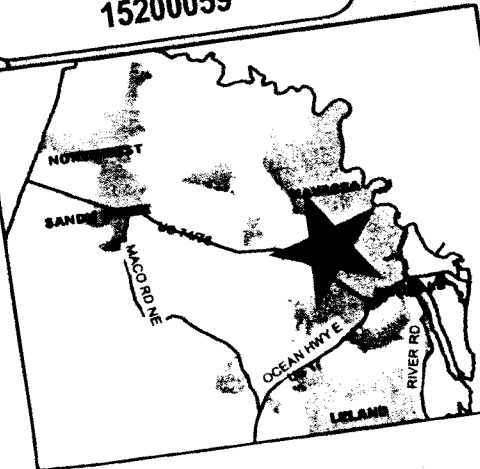
CO-CLD

HOPE LN SE

JERRYS TRL SE

143



CO = County Jurisdiction



# Map Amendment CLD & Undesignated to CLD Z-696

## LAND USE

OCEAN HWY E US 17

 Tax Parcel 15200059  
 Undesignated Area

FIELD LEWIS RD NE

COMMERCIAL

COMMERCIAL

Undesignated Area

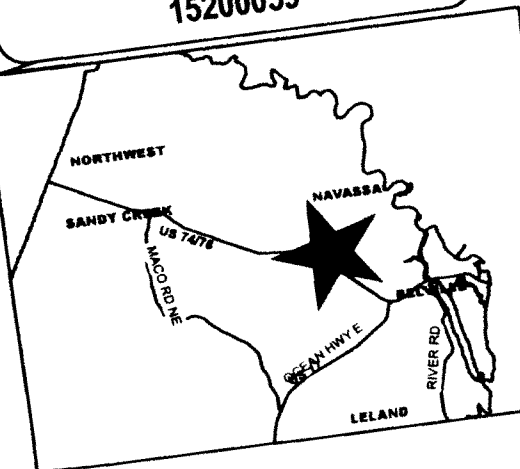
OLD OCEAN HWY OLD US 17

MIXED USE

MIXED USE

LAND USE AMENDMENT FROM  
MIXED USE & UNDESIGNATED  
TO MIXED USE  
FOR TAX PARCEL  
15200059

Mixed Use Area



1530003402

1530003401

1530003067

15300036

MERCY LN SE

YORK ST SE

1520005901

15200059

1530003601

1530003003

1530003001

JERRYS TRL SE

15300027

1530002601

15300026

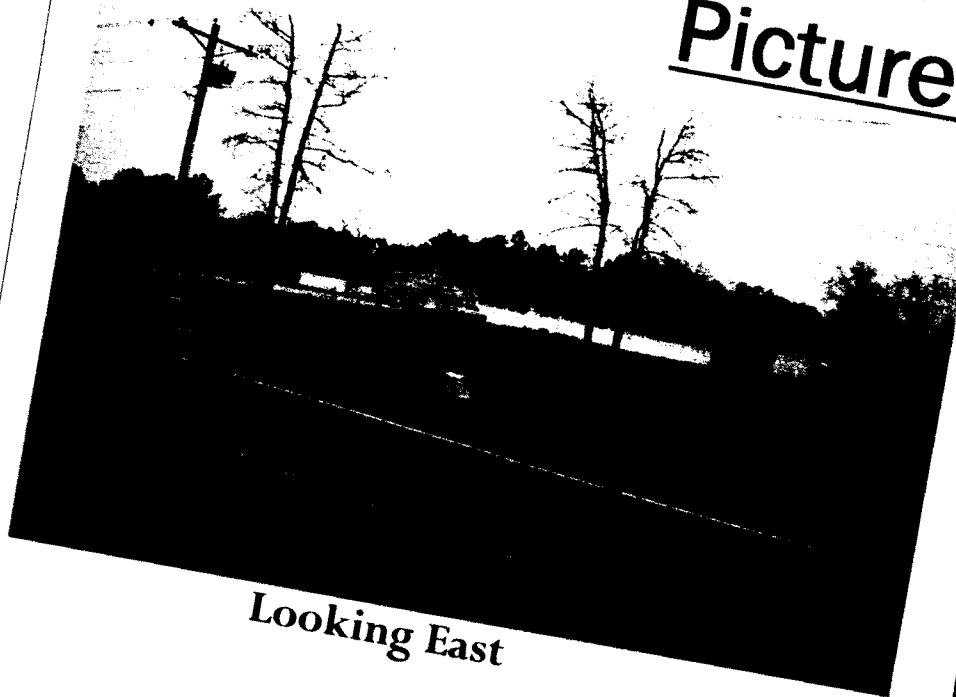
CO = County Jurisdiction

## Picture for Z-696



**Rezoning Site**

Picture for Z-696



Looking East



Looking West



Across Old US 17



Adjacent Property on Mercy Lane



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

120

**TO:** Marty K. Lawing, County Manager

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**ACTION ITEM #:** VIII-1

**MEETING DATE:** 04-Mar-13

**DATE SUBMITTED:** 21-Feb-13

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**ISSUE/ACTION REQUESTED:**

Map Amendment Z-13-697

**PUBLIC HEARING:** ☐ YES ☒ NO

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Zoning and Map Amendment be included on your 04-Mar-13 Agenda for a First Reading and Setting of a Public Hearing. Request a Public Hearing date of 01-Apr-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 11-Feb-13.

Item 1 (Map Amendment Z-697 – L.A. Lewis)

Item 1 is a map amendment initiated by the property owner. This request from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) would allow for commercial use of the entirety of Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC.

This rezoning includes approximately 2.09 acres of the total 7.05 acres.

Mr. Candler made a motion to open the public hearing and the motion was unanimously carried.

Mr. Louie Lewis addressed the Board. He stated that the property was split-zoned when the property was originally zoned. Mr. Lewis said there is currently a fence on the rear of the subject property. He further stated that the portion currently zoned R-7500 (Medium Density Residential) is undevelopable with the C-LD (Commercial Low Density) to the north. The Chairman asked the applicant if he is aware of the minimum buffer requirements and Mr. Lewis replied, yes. Mr. Lewis said there is an existing vegetative buffer and fence off Quilt Road SW (SR 1203).

Mr. Malcolm Schmehl, owner of Tax Parcel 168GB061, addressed the Board in opposition to the zoning change because there is a potential for an increase in traffic generated by commercial activity.

Ms. Judith McCann, owner of Tax Parcel 168GB005, addressed the Board about the potential increase in traffic on Quilt Road SW (SR 1203). She stated that Mr. W.A. Roach put speed bumps in place to minimize speeders on Quilt Road SW (SR 1203), but there are still speeders in the neighborhood that trespass on private property to maneuver around the speed bumps. Ms. McCann felt that Quilt Road SW (SR 1203) will be a cut-through from Stone Chimney Road SW (SR 1115) to Ocean Highway W. (US 17). She was also concerned with devaluation of their neighborhood (Folly Estates). Ms. McCann said the homeowners in Folly Estates pay Mr. Roach for maintenance of their portion of Quilt Road SW (SR 1203) that is not State-maintained. She stated that there are health concerns and potential contamination of well water if commercial development comes to the area.

Ms. McCann also was concerned with potential criminal elements generated by commercial establishments in a residential community.

Ms. Kathy Desjean, owner of Tax Parcel 168GB02303, addressed the Board. Ms. Desjean said she is in the process of constructing a home on her property and it abuts the C-LD Zoning. She asked the purpose of the zoning change? The Chairman said the Board cannot address specific uses of the property because any use in the proposed zone could be permitted. Ms. Desjean was concerned for her grandchildren's safety.

Mr. Jim Bradshaw, Brunswick County EDC Executive Director, addressed the Board. He stated that this area is considered one (1) of the top potential retail developments for the whole County. Mr. Bradshaw said there are 120,000 people in Brunswick County in need of retail development and the corridor in this area will enhance the marketability of the area. He stated that there are future opportunities to work with the development to provide a buffer or negate traffic to Stone Chimney Road SW (SR 1115) at the site plan review stage.

Mr. Luther and Mrs. Connie Stowers, owners of Tax Parcel 168GB057, addressed the Board. Mr. Stowers said he previously spoke with the North Carolina Department of Transportation (NCDOT) when Mr. Roach tried to rezone property in their neighborhood regarding where the State maintenance ends on Quilt Road SW (SR 1203). Mrs. Stowers said there is a small section of Quilt Road SW (SR 1203) off US 17 that is maintained by the State. Mr. Stowers reiterated that the homeowners in Folly Estates pay for the maintenance of a portion of Quilt Road SW (SR 1203) not maintained by the State. He stated that there is heavy traffic currently on Quilt Road and school buses do not travel the road. Mr. Stowers agreed with blocking Quilt Road SW (SR 1203) to negate access to Stone Chimney Road SW (SR 1115). Ms. Stowers asked the minimum buffer requirements? The Chair said staff will address the minimum buffer requirement(s) in their Staff Report. Ms. Dixon indicated that she received a copy of the NCDOT map (attached) and she provided the Board with a copy of the map as it relates to that portion Quilt Road SW (SR 1203) maintained by NCDOT. Mr. Stowers suggested that Quilt Road be blocked so access cannot be gained to Stone Chimney Road SW (SR 1115).

Mr. Greg Rushing, owner of Tax Parcel 168GB060, addressed the Board. Mr. Rushing reiterated that there is a great deal of traffic in the area and he is opposed to the zoning change.

Mr. Lewis re-addressed the Board. He stated that the subject property has access off US 17 as well as two (2) driveways off Quilt Road SW (SR 1203) that were used several years ago. He felt that the zoning change will not increase traffic on Quilt Road SW (SR 1203).

With no further comments, Mr. Candler made a motion to close the Public Hearing and the motion was unanimously carried. Ms. Dixon read the Staff Report (attached). She identified the subject property and surrounding properties on a map displayed on an overhead projector. Ms. Dixon said staff recommends approval to C-LD (Commercial Low Density) for Tax Parcel 1680002401.

Mrs. Henry asked if there are homes to the south of the subject property that are zoned R-7500 (Medium Density Residential) and Ms. Dixon replied, yes.

The Board discussed the worksheet and concluded the following:

- I. Will the uses permitted by the proposed change be appropriate for the area concerned?

Yes. This area is in transition and there is similar zoning nearby. This also will correct split-zoning of the property.

- II. Does adequate public school facilities and other public services/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change?

Yes. This rezoning request is located in the Supply Elementary School District, which has adequate capacity; Cedar Grove Middle School District has adequate capacity; and West Brunswick High School District has adequate capacity. There is a new high school is scheduled for FY2016.

This rezoning is located in the Supply Fire District.

Water is available by Brunswick County Utilities via a thirty inch (30") main off Ocean Highway W. (US 17). Sewer is available by Brunswick County Utilities via a twenty-four inch (24") force main off Ocean Highway W. (US 17). All sewer connections must be approved by the Brunswick County Public Utilities Department because the sewer line is a main transmission line. It is the developer responsibility to connect to the water and sewer systems.

This rezoning has access off Quilt Road SW (SR 1203) and Ocean Highway W. (US 17) and there are no capacity deficiencies at this time. A portion of Quilt Road SW by the rezoning site is not paved. NCDOT maintains a portion of Quilt Road SW (SR 1203) before Quilt Road SW enters Folly Estates. Quilt Road SW intersects both Ocean Highway W. (US 17) and Stone Chimney Road SW (SR 1115). There are two (2) North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) Projects and two (2) North Carolina Department of Transportation (NCDOT) Studies in this area in this area.

- TIP Project R-4732 is access management improvements at various locations. This project is scheduled for reprioritization.
- TIP Project R-3436 is a new interstate with multi-lanes for I-74 that will run from South Carolina State Line through Brunswick County to US 74/76 in Columbus County. This project is scheduled for reprioritization.
- US 17 Corridor Study is future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increases. This study is a completed Long Range Study.
- Interstate 74 Feasibility Study realigns Interstate 74 with a four lane divided interstate freeway from Whiteville in Columbus County to the South Carolina State Line in Brunswick County. This study is a completed Long Range Study.

- III. Is the proposed change consistent with the CAMA Land Use Plan or any other adopted land use document?

Yes. This change is consistent with the CAMA Land Use Plan.

- IV. Is the proposed amendment reasonable as it relates to the public interest?

Yes. This corrects a split-zoning of the property and there are minimum buffers imposed.



**FISCAL IMPACT:****BUDGET AMENDMENT REQUIRED:**☐ YES ☒ NO**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**☐ YES ☒ NO**PRE-AUDIT CERTIFICATION REQUIRED:**☐ YES ☒ NO**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**☐ YES ☒ NO**CONTRACTS/AGREEMENTS:****REVIEWED BY COUNTY ATTORNEY:**☐ YES ☐ NO ☒ N/A**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Cynthia Henry, Denny Jordan, and Troy Price

**Members Absent:** Dr. James Graham, Jr. and Eric Dunham

Planning Staff recommends approval from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC.

Planning Board recommends approval from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC [6 to 0 with Dr. James Graham, Jr. and Eric Dunham being absent].

**COUNTY MANAGER'S RECOMMENDATION:**

Schedule Public Hearing on Map Amendment Z-13-697 for April 1, 2013 at 6:30 p.m.

**ATTACHMENTS:**

1. Staff Report and Corresponding Map(s).
2. Two (2) NCDOT Maps.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

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**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**

**GOVERNING BOARD ACTION**  
**(per N.C.G.S. 153A-341)**

**Zoning Map Amendment No. Z-697**

**Description:** Change in Zoning District from C-LD (Commercial Low Density) and R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) would allow for commercial use of the entirety of for Tax Parcel 1680002401 located off Ocean Highway W. (US 17) and Quilt Road SW (SR 1203) near Supply, NC. This rezoning includes approximately 2.09 acres of the total 7.05 acres.

I. THE REZONING DESCRIBED ABOVE 
☐ IS CONSISTENT  
☐ IS NOT CONSISTENT
 WITH  
 THE BRUNSWICK COUNTY CAMA LAND USE PLAN.

II. THE REZONING DESCRIBED ABOVE 
☐ IS  
☐ IS NOT
 REASONABLE  
 AND IN THE PUBLIC INTEREST BASED ON THE FOLLOWING:

\_\_\_\_\_  
 \_\_\_\_\_

**[MOTION NEEDED TO ADOPT STATEMENTS I & II ABOVE]**

THEREFORE, on the basis of all the information provided including the foregoing,  
 the Brunswick County Board of Commissioners 
☐ Approve  
☐ Deny
 the Rezoning as presented.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
 Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
 Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

# REZONING STAFF REPORT

Date: February 11, 2013

Case#: Z-697

Tax Parcel(s): 1680002401



## ZONING ANALYSIS

### Proposed Zoning Request:

From: CLD (Commercial Low Density) & R-7500 (Medium Density Residential)

To: CLD (Commercial Low Density)

"This District is intended primarily to be used in outlying areas, adjacent to major thoroughfares, with yards and other provisions for reducing conflicts with adjacent residential uses, and with substantial setbacks to reduce marginal friction on adjacent major thoroughfares. Commercial uses in this District will serve the needs of residential neighborhoods for auto-dependent commercial facilities; and serve the needs of highway oriented tourist business."

### SURROUNDING AREA ZONING DESIGNATIONS:

North: CLD

South: R-7500

East: CLD & R-7500

West: CLD & R-7500

Adjacent Tax Parcel 16800024 was rezoned to CLD as part of Rezoning Case Z-483 on May 1, 2006.

Adjacent Tax Parcel 168GB023 was requested to be rezoned to CLD on two occasions (Rezoning Case Z-582 & Z-631). In both cases, the applicants requested CLD and the request was recommended to be denied by the Planning Board and denied by the Board of Commissioners. For Rezoning Case Z-582 the Planning Board recommended denying the request on May 14, 2007 and the Board of Commissioners denied the request on July 2, 2007. For Rezoning Case Z-631 the Planning Board recommended denying the request on November 10, 2008 and the Board of Commissioners denied the request on January 5, 2009.

REQUIRED PROJECT BOUNDARY BUFFERS: ☐ NO CHANGE

		ZONING DISTRICT OF ADJOINING PROPERTY					
		Rural Residential	R-7500, R-6000, and SBR-6000	MR-3200 and N-C	C-I	C-LD and RU-I	I-G
ZONING DISTRICT OF SUBJECT PROPERTY	Rural Residential	.07/0 <sup>2</sup>	.2/2	.4/6	.2/8	.2/8	.2/1.0
	R-7500, R-6000, and SBR-6000	.2/2	.07/0 <sup>2</sup>	.2/4	.2/6	.2/6	.2/1.0
	MR-3200 and N-C	.4/6	.2/4	.07/0 <sup>2</sup>	.2/6	.2/6	.2/1.0
	C-I	.6/8	.4/6	.4/6	.0/0	.2/4	.2/1.0
	C-LD and RU-I	.8/8	.4/6	.4/6	.2/4	.0/0 <sup>2</sup>	.2/1.0
	I-G	.8/1.0	.8/1.0	.6/1.0	.6/1.0	.4/6	.0/0

Rev. 11-Oct-3

<sup>1</sup> Non-residential uses locating next to vacant property shall be required to provide a 0.2 buffer.

<sup>2</sup> When locating a non-residential use in a Rural Residential, R-7500, R-6000, SBR-6000, MR-3200, NC, CLD, or RU-I zoning district next to an existing residential developed property, a 0.4 buffer shall be required. Non-residential uses locating next to other non-residential uses are not required to provide a buffer.

## PROJECT BOUNDARY BUFFER ALTERNATIVES TABLE:

☐ Project buffers not required unless a non-residential use

MINIMUM REQUIRED PROJECT BOUNDARY BUFFER*				
Required Opacity	Alternative 1	Alternative 2	Alternative 3 Plantings + 6-Foot Fence	Alternative 4 Plantings + 6-Foot Wall
0.2	10 feet 1 canopy 1 understory 7 shrubs	10 feet 1 canopy 2 understory 3 shrubs	<i>Not available</i>	<i>Not available</i>
0.4	20 feet 2 canopy 4 understory 25 shrubs	20 feet 2 canopy 6 understory 9 shrubs	<i>Not available</i>	<i>Not available</i>
0.6	30 feet 3 canopy 6 understory 34 shrubs	30 feet 3 canopy 8 understory 13 shrubs	20 feet 0 canopy 3 understory 3 shrubs	15 feet 0 canopy 3 understory 3 shrubs
0.8	50 feet 5 canopy 7 understory 43 shrubs	50 feet 4 canopy 10 understory 17 shrubs	35 feet 0 canopy 5 understory 7 shrubs	25 feet 0 canopy 5 understory 7 shrubs
1.0	80 feet 5 canopy 8 understory 49 shrubs	80 feet 4 canopy 11 understory 19 shrubs	60 feet 0 canopy 5 understory 7 shrubs	40 feet 5 canopy 0 understory 9 shrubs

\* Buffer Depths and Plants Required Per 100 Linear Feet

## LAND USE ANALYSIS

Current Surrounding Area Land Use(s):

☐ Agricultural/Conservation/Forestry Lands☒ Vacant/Undeveloped Property☒ Residential☒ Commercial☐ Industrial☐ Institutional☐ Utility

**Brunswick County CAMA Land Use Plan Land Use Classification: MU (Mixed Use)**

☒ Consistent with the Land Use Plan Map      ☐ Not Consistent with Land Use Plan Map

**Brunswick County CAMA Land Use Plan policies affecting this rezoning:**

- P.14 states that Brunswick County supports utilization of office/institutional/multi-family development as a buffer between light industrial and commercial development and adjacent residential land uses.
- P.16 states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
- P.17 states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.
- P.112 states that Brunswick County will encourage industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential.

**Capital Improvement Plan (CIP):**

☒ CIP Projects      ☐ No CIP Projects

CIP Project(s)	Scheduled
New High School	FY 2016
Lockwood Folly Park	FY 2014 & FY 2015
Cedar Grove Park Phase 2	FY 2016 & FY 2017

**Future Surrounding Areas Land Use(s):**

This area has been experiencing changes based upon recent land development activities submitted to the Brunswick County Planning Department. Richmond Hills PUD has been approved in the area totaling 136 single-family lots and a McDonald's restaurant is being constructed near the rezoning site across US 17.

*The rezoning site is not located within a Subdivision, is currently vacant except for a accessory building. Tax Parcel 16800002401 fronts both Ocean Hwy (US 17) and Quilt Road (SR 1203). This rezoning is located next to the Folly Estates Subdivision, which was recorded in 1992.*

**INFRASTRUCTURE AND SERVICE IMPACTS**

**SCHOOL CAPACITY:**

<b><i>Elementary School: Supply</i></b>	<b><i>Middle School: Cedar Grove</i></b>	<b><i>High School: West Brunswick</i></b>
<input checked="" type="checkbox"/> Adequate Capacity	<input checked="" type="checkbox"/> Adequate Capacity	<input checked="" type="checkbox"/> Adequate Capacity
<input type="checkbox"/> Two-Year Capacity Warning	<input type="checkbox"/> Two-Year Capacity Warning	<input type="checkbox"/> Two-Year Capacity Warning
<input type="checkbox"/> Out-of-Capacity	<input type="checkbox"/> Out-of-Capacity	<input type="checkbox"/> Out-of-Capacity

**MAJOR ROADWAY IMPACTS:****ROAD ACCESS AND CAPACITY:**☐ **Wilmington MPO**

Road	Capacity Deficiencies
Quilt Road (SR 1203)	None
Ocean Hwy (US 17)	None

\* A portion of Quilt Road by the rezoning site is not paved. NCDOT maintains a portion of Quilt Road (approx. 0.18 miles) before Quilt Road enters Folly Estates. Quilt Road intersects both Ocean Highway (US 17) and Stone Chimney Road (SR 1115).

**NCDOT PROJECTS AND STUDIES:**☐ **NONE**

Project	Project Type	Project Description	Status
R-4732	TIP	Access management improvements at various locations.	Scheduled for Reprioritization
R-3436	TIP	New interstate with multilanes for I-74 that will run from South Carolina State Line through Brunswick County to US 74/76 in Columbus County.	Scheduled for Reprioritization
US 17 Corridor Study	Study	Future improvements to US 17 that will protect integrity, maintain mobility, while residential and commercial development increase.	Completed Long Range Study
Interstate 74 Feasibility Study	Study	Realigning Interstate 74 with a four-lane divided interstate freeway from Whiteville in Columbus County to the South Carolina State Line in Brunswick County.	Completed Long Range Study

**UTILITIES:****CURRENT WATER AND SEWER AVAILABILITY****WATER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>O)  
☐ South Brunswick Sanitary District

SIZE OF WATER LINE: 30 inch main

LOCATION: Ocean Hwy (US 17)

**SEWER:**☐ **Not Available**☒ **Available****PROVIDER:**

- ☒ Brunswick County Utilities  
☐ Brunswick Regional Water & Sewer District (H<sub>2</sub>O)  
☐ South Brunswick Sanitary District

SIZE OF SEWER LINE: 24-inch force main

LOCATION: Ocean Hwy (US 17)

All sewer connections must be approved by the Brunswick County  
 Public Utilities Department because the sewer line is a main transmission line.  
 Developer responsibility to connect to the water and sewer systems.

**FIRE DISTRICT:**

This rezoning request is located in the Supply Fire District.

**ENVIRONMENTAL IMPACTS**

- ☐ Located within a FEMA Flood Hazard Zone.
- ☐ Located near a watercourse/water body.
- ☒ Located in the Lockwood Folly Watershed and in the area of the Lockwood Folly River Water Quality Study. The Brunswick County Board of Commissioners have accepted the Lockwood Folly River Roundtable Strategy report.
- ☐ Located in a Significant Natural Heritage Area.

**OTHER SITE CONSIDERATIONS**

- ☒ Will correct a split zoning on a parcel(s).
- ☐ Potentially could create a *spot zoning*.
- ☒ Located near residential and commercial zoned property.
- ☒ Located in an Overlay Zoning District (CDS I).
- ☒ Located near other property designated as MU in the *Brunswick County CAMA Land Use Plan*.
- ☒ Located within a growth corridor.
- ☐ Classified as a Bona Fide Farm.
- ☒ Located within 1/2 mile of a Voluntary Agricultural District (VAD).
- ☐ Cemetery known to be located on the rezoning nearby.
- ☐ Historic Site(s) known to be located near the rezoning.

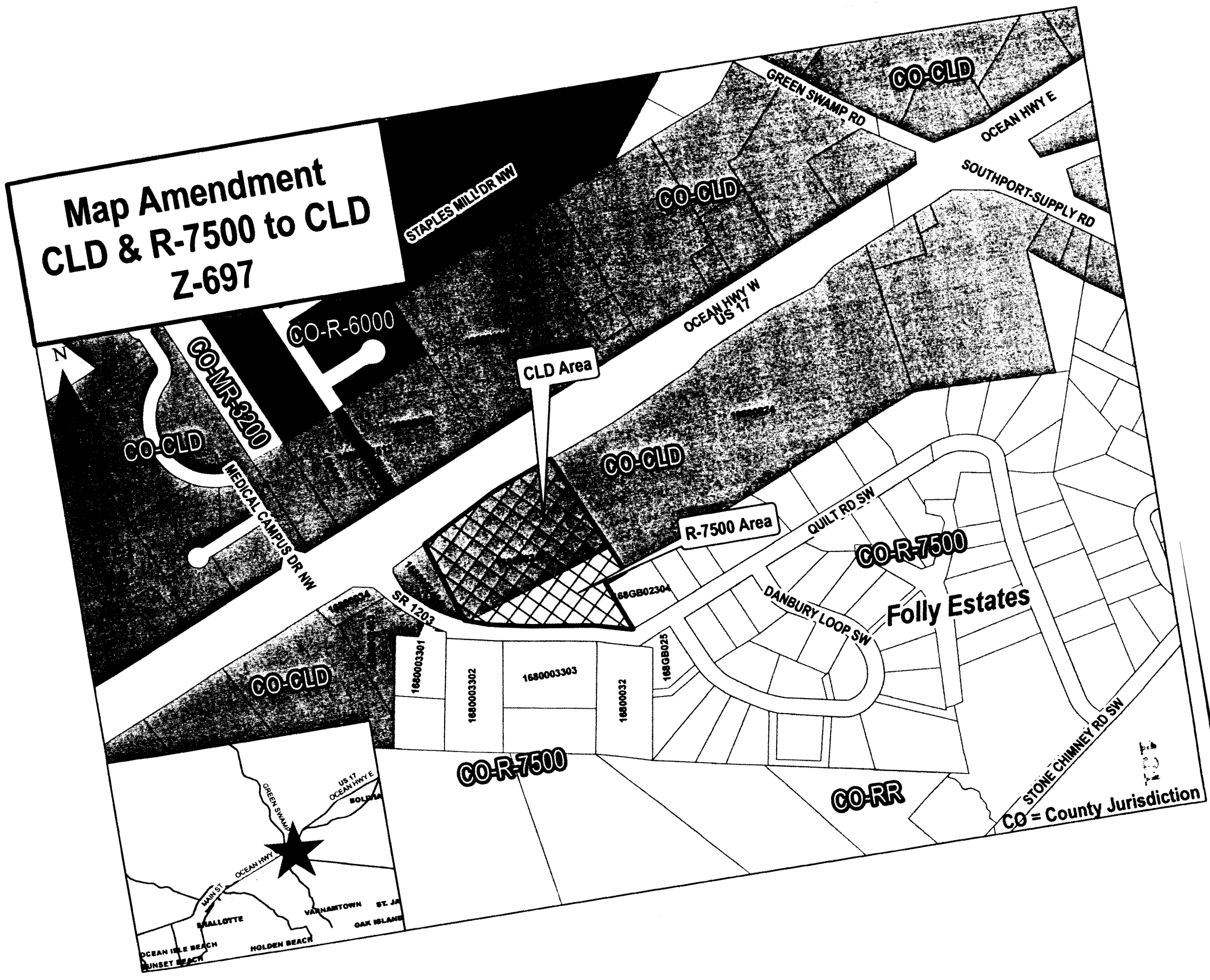
**STAFF RECOMMENDATION**

- ☒ **APPROVAL TO:** ☐ RR ☐ R-7500 ☐ R-6000 ☐ SBR-6000 ☐ MR-3200  
☐ CP ☐ NC ☒ CLD ☐ CI ☐ IG ☐ RU-I ☐ MI

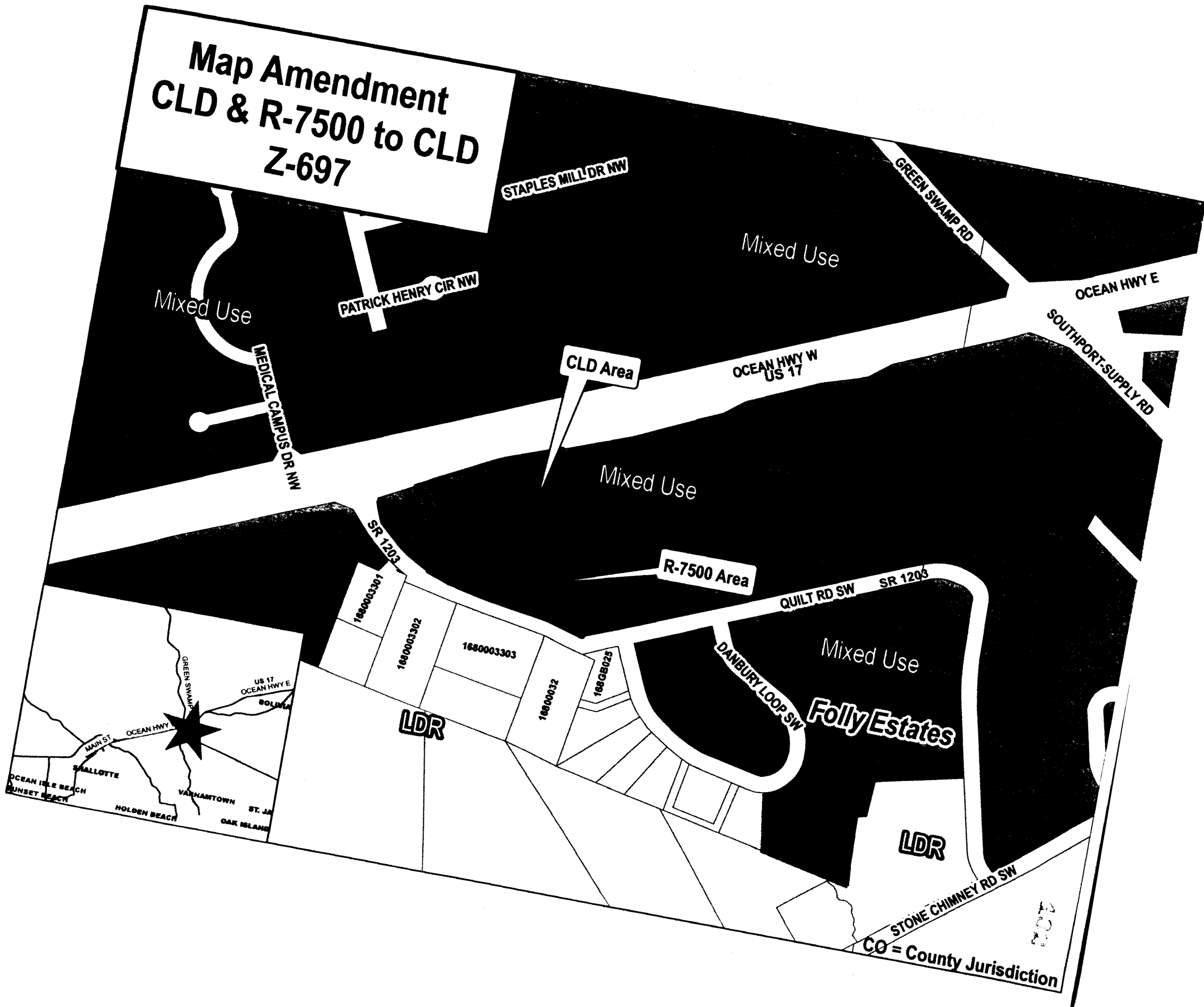
- ☐ **DENIAL OF REZONING**



# Map Amendment CLD & R-7500 to CLD Z-697



# Map Amendment CLD & R-7500 to CLD Z-697



# Pictures of Rezoning Case Z-697



Rezoning Site

# Pictures of Rezoning Case Z-697



*Looking East on Quilt Road*



*Looking West on Quilt Road*



*Folly Estates*

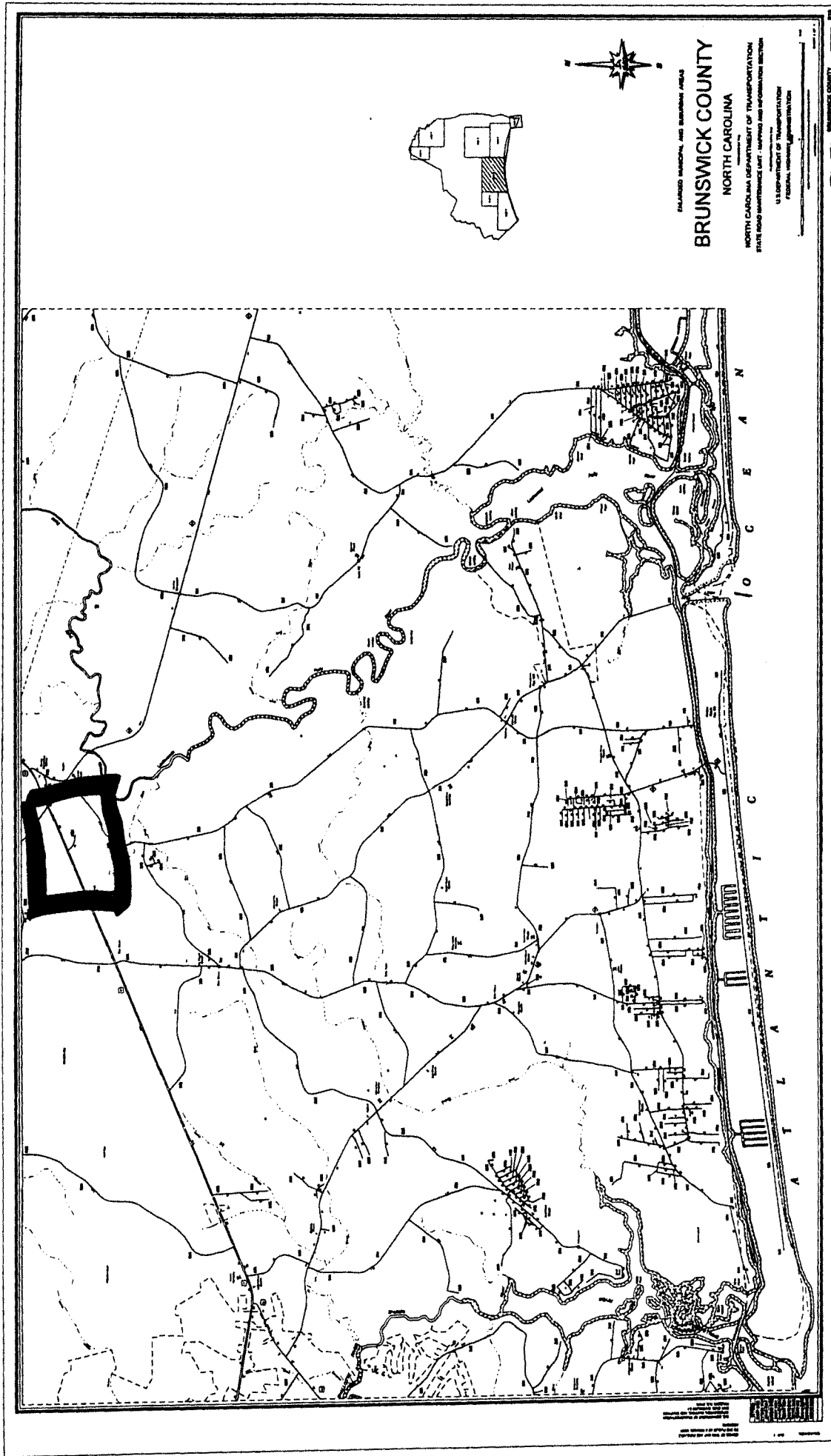


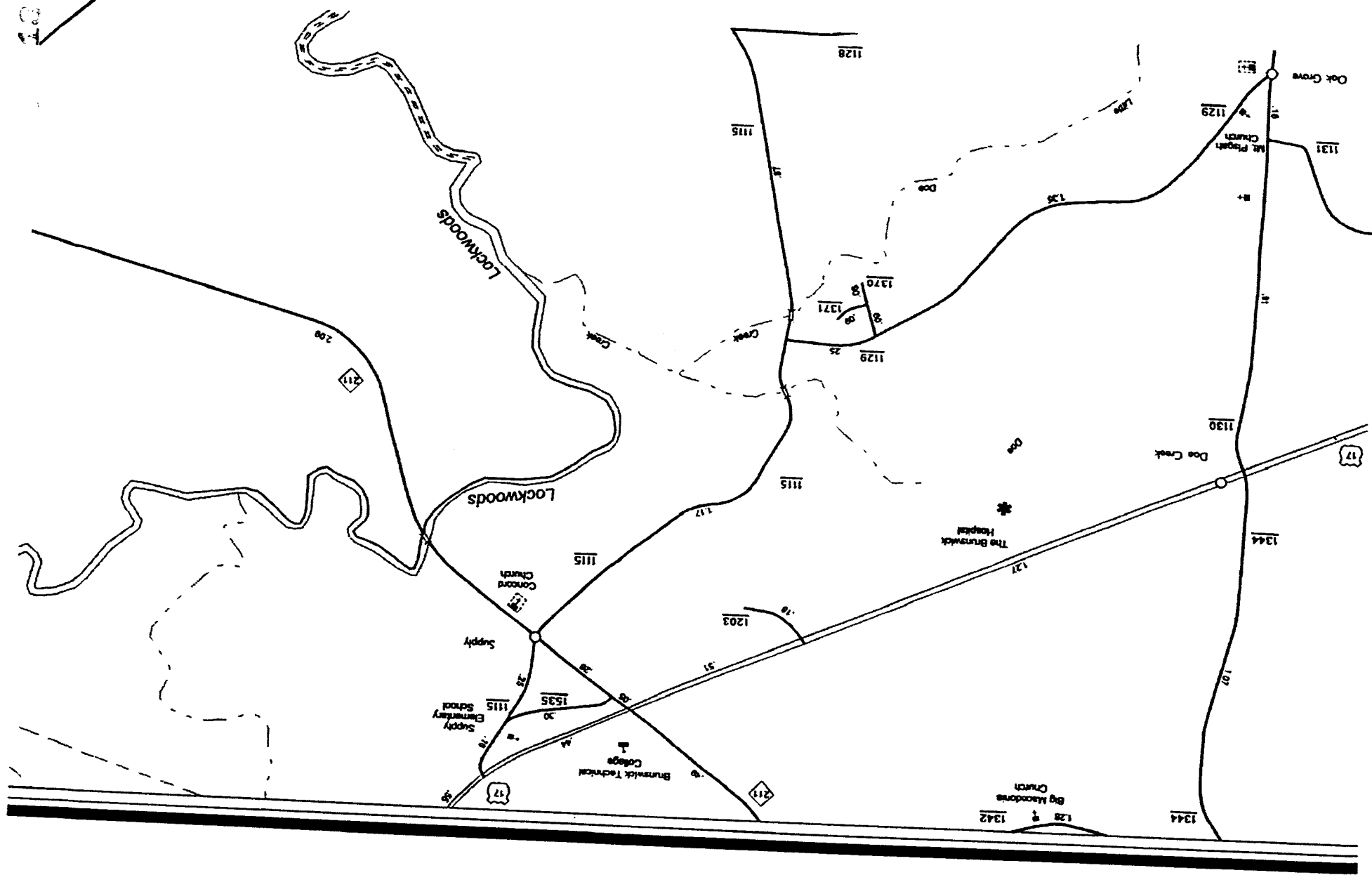
*Portion of Quilt Road Unpaved*

# Pictures of Rezoning Case Z-697



*Other Properties along Quilt Road*







**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

138

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** VIII-2

**FROM:** J. Leslie Bell, AICP, HDFP  
Planning & Community Development  
Ext. # 2033

**MEETING DATE:** 04-Mar-13

**DATE SUBMITTED:** 21-Feb-13

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

Unified Development Ordinance Text Amendment UDO-13-01

---

**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Unified Development Ordinance Text Amendment be included on your 04-Mar-13 Agenda for First Reading and Setting of a Public Hearing. Request a Public Hearing date of 01-Apr-13 at 6:30 p.m.

The Planning Board held a Public Hearing on 11-Feb-13.

Item 1

Amend Article 4, Zoning Districts, Section 4.13.8., Certification and Qualification of Farmland, to replace the certification of soils requirement that the property must be managed in accordance with the Natural Resources Conservation Service's defined erosion-control practices if highly erodible lands exist on the property.

Mr. Mark Blevins, Director of N.C. Cooperative Extension, addressed the Board. He stated that the proposed text amendment is streamlining the internal processes for allowing participants into the Voluntary Agricultural District (VAD) Program. He stated that standards are not being lowered, but they will not have to review everybody's soil type. He said they will continue to identify and appropriately act on soils that are highly-erodible.

Mr. Long asked Mr. Blevins how the highly-erodible soils are defined? Mr. Blevins said they are mapped throughout the Country and Brunswick County has a few highly-erodible soils. He said they are typically in sloped areas and the County does not have many such soils. Mr. Long asked Mr. Blevins if a private ownership changed to an LLC (Limited Liability Company), can they still participate in the VAD program? Mr. Blevins replied, yes. He stated that they can qualify as long as there is an individual applying for bona fide farm status and Ms. Dixon concurred.

Mr. Long expressed concern regarding subdivision of property, in which 1 lot is considered a minor subdivision. Ms. Dixon said the proposed text amendment addresses Major Subdivisions and Minor Subdivisions are excluded. Mr. Candler asked staff if the 3 acres have to be contiguous? Ms. Dixon replied, yes. The Chairman interjected that the acreage can be separated by a body of water and/or street and Ms. Dixon concurred.

Mr. Jordan asked staff if they are in concurrence with the changes as presented and Ms. Dixon replied, yes.

Mr. Louie Lewis addressed the Board in favor of the proposed text amendment. With no further



comments, Mr. Candler made a motion to close the public hearing. Mr. Candler made a motion to recommend to the Board of Commissioners to approve the proposed text amendment.

Mrs. Henry thanked Mr. Blevins for the VAD program and said she lives on a farm and is one of the 183 participants.

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

**ADVISORY BOARD RECOMMENDATION:**

**Members Present:** Alan Lewis, Bobby Long, Steve Candler, Cynthia Henry, Denny Jordan, and Troy Price

**Members Absent:** Dr. James Graham, Jr. and Eric Dunham

Planning Staff recommends approval.

Planning Board recommends approval [6 to 0 with Dr. James Graham, Jr. and Eric Dunham being absent].

**COUNTY MANAGER'S RECOMMENDATION:**

Schedule Public Hearing on UDO Text Amendment UDO-13-01 for April, 1, 2013 at 6:30 p.m.

**ATTACHMENTS:**

1. Letter of Endorsement from N.C. Cooperative Extension Service.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

---

**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**

AN ORDINANCE AMENDING THE BRUNSWICK COUNTY  
UNIFIED DEVELOPMENT ORDINANCE

The Brunswick County Board of Commissioners in regular session duly assembled does hereby ordain:

The Brunswick County Unified Development Ordinance is hereby amended as follows:

1). Amend Article 4, Zoning Districts, Section 4.13.8., Certification and Qualification of Farmland, as follows:

**Section 4.13.8., Certification and Qualification of Farmland**

In order for farmland to qualify for participation under the terms of this program, it shall meet the following requirements:

- A. The farmland shall be real property consisting of at least three acres and not located in a planned development (Major Subdivisions, Planned Unit Developments [PUD], and Planned Groups of Structures) unless the development was originally designed and approved to accommodate agricultural uses and documented on the preliminary plan, site plan, and/or associated plats;
- B. The property must be engaged in agriculture and defined as a Bona Fide Farm per Article 12 (Definitions) of the Brunswick County Unified Development Ordinance.
- C. The property must be managed, if highly erodible land exists on the property, in accordance with shall be certified by the Natural Resources Conservation Service of the United States Department of Agriculture, defined erosion-control practices that addresses highly erodible land, in consultation with the North Carolina Cooperative Extension Service and the Farm Service Agency, as being a farm on which at least two-thirds of the land is composed of soils that:
  - ~~1. Are best suited for providing food, seed, fiber, forage, timber, and horticultural crops, including Christmas trees and ornamentals;~~
  - ~~2. have good soil qualities;~~
  - ~~3. are favorable for all major crops common to the region of the County where the land is located;~~
  - ~~4. have a favorable growing season; and~~
    - ~~i. Receive the available moisture needed to produce high yields for an average of eight out of ten years; or~~
    - ~~ii. Soils on which at least two-thirds of the land has been actively used in agricultural, horticultural, or forestry operations as defined in N.C.G.S. 105-277.2 (1, 2, 3) during each of the five previous years, measured from the date on which the determination must be made as to whether the land in question qualifies.~~
- D. The property is the subject of a Preservation Agreement, as defined in N.C.G.S. 121-35, between the County and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county watershed and subdivision regulations, or the regulations of any municipality which apply to the farm property. The property owner may voluntarily revoke this Preservation Agreement by submitting a written request to the Advisory Board in accordance with Section 4.13.6.
- E. The property must be located in the unincorporated area of Brunswick County, unless there is an agreement in place with a municipality where the county is authorized to exercise the authority of the municipality on its behalf.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Phil Norris, Chairman

ATTEST:

\_\_\_\_\_  
Debby Gore, Clerk to the Board

First Reading: \_\_\_\_\_

Public Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

## North Carolina Cooperative Extension Service

NC STATE UNIVERSITY

Brunswick County Center  
P. O. Box 109  
Bolivia, NC 28422  
(910) 253-2610

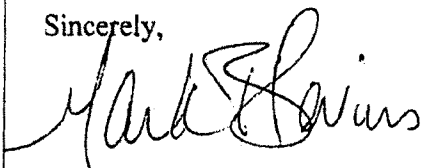
## MEMORANDUM

To: Leslie Bell, Brunswick County Planning Department Director  
From: Mark Blevins, Brunswick County Cooperative Extension Director  
Date: January 28, 2013  
RE: Proposed text amendment to amend section 4.13.8 of the Brunswick County UDO

Thank you for the efforts of the Planning Department in preserving farmland and open space in the county in appropriate ways through our Voluntary Agricultural District. Please proceed with the following text amendment endorsed by the Voluntary Agricultural District Executive Board in their meeting on January 11, 2013. This text amendment will build on last year's revisions to continue to comply with further legislative changes and interpretations.

As always, we appreciate the Planning Board's vision for wise development in Brunswick County that balances our rich history with a bright future.

Sincerely,



Mark Blevins  
County Extension Director



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

144

**TO:** Marty K. Lawing, County Manager

**ACTION ITEM #:** VIII-3

**FROM:** Leslie Bell

**MEETING DATE:** March 4, 2013

Ext. # 2033

**DATE SUBMITTED:** Feb. 22, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☒ NO

The attached Monthly Performance Status Report is for informational purposes only per the new Community Development Block Grant reporting requirements effective February 1, 2013.

---

**BACKGROUND/PURPOSE OF REQUEST:**

This is to inform the Board that no funds of the total \$75K Grant have been expended during the month of February 2013 for the 2011 CDBG Water Hook-up Grant. Report due no later than 15-Mar-13.

---

**FISCAL IMPACT:**

**BUDGET AMENDMENT REQUIRED:**

☐ YES ☒ NO

**CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:**

☐ YES ☒ NO

**PRE-AUDIT CERTIFICATION REQUIRED:**

☐ YES ☒ NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**

☐ YES ☒ NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**

☐ YES ☐ NO ☒ N/A

---

**ADVISORY BOARD RECOMMENDATION:**

---

**COUNTY MANAGER'S RECOMMENDATION:**

Receive Community Development Block Grant Monthly Performance Status Report as Information.

---

**ATTACHMENTS:**

1. Monthly Performance Status Report for Feb. 2013
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 
-

**ACTION OF THE BOARD OF COMMISSIONERS****APPROVED:**☐**DENIED:**☐**DEFERRED****UNTIL:**

---

**ATTEST:****CLERK TO THE BOARD**

---

**SIGNATURE****OTHER:**







**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2013

157

**TO:** Marty K. Lawing, County Manager  
**FROM:** Jerry W. Pierce, P.E., Dir. of Public Utilities  
Ext. # 2659

**ACTION ITEM #:** VIII-4  
**MEETING DATE:** March 4, 2013  
**DATE SUBMITTED:** February 22, 2013

---

**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☐ YES ☐ NO

Set a Public Hearing date of April 1, 2013, at 6:30 p.m. in the County Commissioners Chambers at the County Government Complex in Bolivia on the adoption of changes to the County's Sewer Use Ordinance.

---

**BACKGROUND/PURPOSE OF REQUEST:**

The North Carolina Department of Environment and Natural Resources (NC DENR) has conducted an extensive review of the County's Wastewater Pretreatment Program and Sewer Use Ordinance. The NC DENR staff submitted a list of recommended changes to the Sewer Use Ordinance to make it in conformance with the current NC DENR and Environmental Protection Agency (EPA) Regulations.

A number of editorial changes have been made throughout the Sewer Use Ordinance such as changing the name of the person responsible for administering the program from Public Owned Treatment Works Operator to Public Utilities Director. The major change in the document is change in the hearing process for appeals of administrative decisions such as fines made by the Pretreatment Coordinator. The new appeals process calls for the Director of Public Utilities to hold a hearing and make a decision on the appeal of the fines levied by the Pretreatment Coordinator. The permit holder would then have the right to appeal the decision of the Public Utilities Director to the Board of Commissioners. After ruling by the Board of Commissioners, all subsequent appeals would be through the court system.

Staff recommends holding a Public Hearing on the ordinance changes on April 1, 2013, at 6:30 p.m. in the Commissioners Chambers at the Brunswick County Government Complex in Bolivia to receive input on the proposed ordinance changes.

---

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☐ N/A

---

**ADVISORY BOARD RECOMMENDATION:**



Brunswick County Board of Commissioners  
**ACTION AGENDA ITEM**  
2013

1-43

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**COUNTY MANAGER'S RECOMMENDATION:**

Schedule Public Hearing on County Sewer Use Ordinance Amendments for April 1, 2013 at 6:30 p.m.

---

**ATTACHMENTS:**

1. Pretreatment Review of Draft Sewer Use Ordinance
2. Copy of Proposed Sewer Use Ordinance
3. \_\_\_\_\_

---

**ACTION OF THE BOARD OF COMMISSIONERS**

**APPROVED:**

☐

**DENIED:**

☐

**DEFERRED**

**UNTIL:**

\_\_\_\_\_

**ATTEST:**

**CLERK TO THE BOARD**

\_\_\_\_\_  
**SIGNATURE**

**OTHER:**



149

North Carolina Department of Environment and Natural Resources

Division of Water Quality

Pat McCrory  
Governor

Charles Wakild, P.E.  
Director

John E. Skvarla, III  
Secretary

February 21, 2013

Via Electronic Mail (bblanton@brunswick.net)

Brian Blanton  
Pretreatment Coordinator  
Brunswick County  
PO Box 249  
Bolivia, NC 28422

Subject: Pretreatment Review of Sewer Use Ordinance (SUO)  
Brunswick County  
NPDES Number: NC0086819

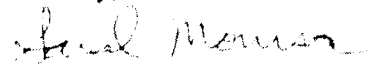
Dear Mr. Blanton:

The Pretreatment, Emergency Response and Collection Systems (PERCS) Unit of the Division of Water Quality has reviewed the draft Sewer Use Ordinance (SUO) submitted by Brunswick County. This submission was originally received by the Division on January 22, 2013. Additional information was requested and was received on February 15, 2013.

The review indicates that the additional information received resolves the concerns in our February 11, 2013 email and that overall the **draft SUO is adequate** and the minimum requirements of 15A NCAC 2H .0900 and 40 CFR 403 are met. As the SUO is adopted by the local governing body, please submit a clean copy of the ordinance to PERCS as well as the documentation of adoption and an attorney's statement.

If you have any questions or comments, please contact Sarah Morrison at (919) 807-6310 [email: Sarah.Morrison@ncdenr.gov] or Deborah Gore, Unit Supervisor at 807-6383 [email: Deborah.Gore@ncdenr.gov]. Thank you for your continued support of the Pretreatment Program.

Sincerely,

  
Charles Wakild, P.E.

sm/Brunswick.suo.003

cc: Central Files  
Sarah Morrison, PERCS Unit  
Tom Tharrington, WiRO (via email)



POLICY NO. 94004  
ADOPTION DATE: 11/21/94  
REVISION NO. 005  
REVISION DATE: 1/18/2013

**COUNTY OF BRUNSWICK  
PUBLIC UTILITIES DEPARTMENT**

**WASTEWATER TREATMENT/PRETREATMENT**

---

# **Sewer Use Ordinance (SUO)**

---

**SUO**  
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## ARTICLE I - WASTEWATER DISCHARGE REQUIREMENTS

### SECTION 1 - GENERAL PROVISIONS

#### 1.1 Purpose and Policy

This Ordinance sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the **County of Brunswick**, hereafter referred to as the County and enables the County to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code §1251 *et seq.*) and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this Ordinance are:

- (a) To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- (b) To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will pass through the system, inadequately treated, into any waters of the State or otherwise be incompatible with the system;
- (c) To promote reuse and recycling of industrial wastewater and sludges from the municipal system;
- (d) To protect both municipal personnel who may be affected by sewage, sludge, and effluent in the course of their employment as well as protecting the general public;
- (e) To provide for equitable distribution of the cost of operation, maintenance and improvement of the municipal wastewater system; and
- (f) To ensure that the municipality complies with its NPDES or Non-discharge Permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the municipal wastewater system is subject.

This Ordinance provides for the regulation of direct and indirect contributors to the municipal wastewater system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This Ordinance shall apply to all users of the municipal wastewater system, as authorized by N.C.G.S. 160A-312 and/or 153A-275. The County shall designate an administrator of the POTW or Publicly Owned Treatment Works and pretreatment program hereafter referred to as the POTW Director. Except as otherwise provided herein, the POTW Director shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or imposed upon the POTW Director may be delegated by the POTW Director to other County personnel. By discharging wastewater into the municipal wastewater system, industrial users located outside the County limits agree to comply with the terms and conditions established in this Ordinance, as well as any permits, enforcement actions, or orders issued hereunder. This includes all Industrial Users discharging in the wastewater collection system owned by any satellite POTW.

#### 1.2 Definitions And Abbreviations

- (a) Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated:
  - (1) Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. §1251, *et seq.*
  - (2) Approval Authority. The Director of the Division Of Water Quality of the North Carolina Department of Environment and Natural Resources or his designee.
  - (3) Authorized Representative of the Industrial User.
    - (i) If the industrial user is a corporation, authorized representative shall mean:
      - (A) the president, secretary, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

- (B) the manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment RECOMMENDATIONS, and initiate and direct comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (ii) If the industrial user is a partnership or sole proprietorship, an authorized representative shall mean a general partner or the proprietor, respectively.
- (iii) If the industrial user is a Federal, State, or local government facility, an authorized representative shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (iv) The individuals described in paragraphs i-iii above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the County.
- (v) If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to POTW Director prior to or together with any reports to be signed by an authorized representative.
- (4) Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g. mg/l).
- (5) Building Sewer. A sewer conveying wastewater from the premises of a user to the POTW.
- (6) Bypass. The intentional diversion of waste streams from any portion of a user's treatment facility.
- (7) Categorical Standards. National Categorical Pretreatment Standards or Pretreatment Standard.
- (8) Control Authority. Refers to the POTW Organization if the POTW Organization's Pretreatment Program approval has not been withdrawn.
- (9) Environmental Protection Agency, or EPA. The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.
- (10) Grab Sample. A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.
- (11) Holding Tank Waste. Any waste from holding tanks, including but not limited to such holding tanks as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.
- (12) Indirect Discharge or Discharge. The discharge or the introduction from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).
- (13) Industrial User or User. Any person which is a source of indirect discharge.
- (14) Interference. The inhibition, or disruption of the POTW collection system treatment processes, operations, or its sludge process, use, or disposal, which causes or contributes to a violation of any requirement of the Control Authority's NPDES collection system or Non-discharge Permit or prevents sewage sludge use or disposal in compliance with specified applicable State and Federal statutes, regulations, or permits. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act, (33



- U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA)(42 U.S.C. §6901, *et seq.*), the Clean Air Act, the Toxic Substances Control Act, the Marine Protection Research and Sanctuary Act (MPRSA) or more stringent state criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.
- (15) Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
  - (16) National Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. §1317) which applies to a specific category of industrial users, and which appears in 40 CFR Chapter I, Subchapter N, Parts 405-471.
  - (17) National Prohibitive Discharge Standard or Prohibitive Discharge Standard. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this Ordinance and are developed under the authority of 307(b) of the Act and 40 CFR, Section 403.5.
  - (18) New Source.
    - (i) Any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with Section 307(c), provided that:
      - (A) the building, structure, facility, or installation is constructed at a site at which no other source is located; or
      - (B) the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
      - (C) the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
    - (ii) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (i)(B) or (C) above but otherwise alters, replaces, or adds to existing process or production equipment.
    - (iii) For purposes of this definition, construction of a new source has commenced if the owner or operator has:
      - (A) Begun, or caused to begin, as part of a continuous on-site construction program:
        - 1. Any placement, assembly, or installation of facilities or equipment; or
        - 2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
      - (B) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.
  - (19) Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

- (20) National Pollution Discharge Elimination System, or NPDES, Permit. A permit issued pursuant to Section 402 of the Act (33 U.S.C. §1342), or pursuant to N.C.G.S. 143-215.1 by the State under delegation from EPA.
- (21) Non-discharge Permit. A permit issued by the State pursuant to G.S. 143.215.1 (d) for a waste which is not discharged directly to surface waters of the State or for a wastewater treatment works which does not discharge directly to surface waters of the State.
- (22) Pass Through. A discharge which exits the POTW into waters of the State in quantities or concentrations which, alone or with discharges from other sources, causes a violation, including an increase in the magnitude or duration of a violation, of the Control Authority's (and/or the POTW's, if different from the Control Authority) NPDES collection system or Non-discharge Permit, or a downstream water quality standard even if not included in the permit.
- (23) Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. This definition includes all Federal, State, and local government entities.
- (24) pH. A measure of the acidity or alkalinity of a substance, expressed as standard units, and calculated as the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- (25) Pollutant. Any "waste" as defined in N.C.G.S. 143-213(18) and dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, metals, BOD, COD, toxicity, and odor).
- (26) POTW Director. The Brunswick County Public Utilities Director is designated with the responsibility for the pretreatment program and enforcement of this Sewer Use Ordinance.
- (27) POTW Treatment Plant. That portion of the POTW designed to provide treatment to wastewater.
- (28) Pretreatment or Treatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollution into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.
- (29) Pretreatment Program. The program for the control of pollutants introduced into the POTW from non-domestic sources which was developed by the County in compliance with 40 CFR 403.8 and approved by the approval authority as authorized by N.C.G.S. 143-215.3(a)(14) in accordance with 40 CFR 403.11.
- (30) Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment, other than a pretreatment standard.
- (31) Pretreatment Standards. Prohibited discharge standards, categorical standards, and local limits.
- (32) Publicly Owned Treatment Works (POTW) or Municipal Wastewater System. A treatment works as defined by Section 212 of the Act, (33 U.S.C. §1292) which is owned in this instance by the County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to the POTW treatment plant. For the purposes of this Ordinance, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the County who are, by contract or agreement with the County, or in any other way, users of the POTW of the County.

- (33) **Severe Property Damage.** Substantial physical damage to property, damage to the user's treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (34) **Significant Industrial User or SIU.** Any industrial user that discharges wastewater into a Publicly Owned Treatment Works and that:
- (A.) discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater; or
  - (B.) contributes more than 5% of any design or treatment capacity (i.e., allowable pollutant load) of the wastewater treatment plant receiving the indirect discharge, or
  - (C.) is required to meet a National categorical pretreatment standard, or
  - (D.) is found by the County, the Division Of Water Quality or the U.S. Environmental Protection Agency (EPA) to have the potential for impact, either singly or in combination with other contributing industrial users, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or compliance with any pretreatment standards or requirements.
  - (E.) Subject to Division approval under 15A NCAC 02H .0907 (b), the Control Authority may determine that an Industrial User meeting the criteria in paragraphs (A) and (B) above has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or requirement, or for contributing to violations of the POTW's effluent limitations and conditions in its NPDES or non-discharge permit, [or for contributing to violations of the POTW's receiving stream standard,] or for limiting the POTW's sludge disposal options, and thus is not a Significant Industrial User.
  - (F.) Subject to Division approval under 15A NCAC 02H .0907 (b), the Control Authority may determine that an Industrial User meeting the criteria in paragraph (C) above meets the requirements of 40 CFR Part 403.3 (v)(2) and thus is a Non-Significant Categorical Industrial User.
  - (G.) Subject to Division approval under 15A NCAC 02H .0907 (b), the Control Authority may determine that an Industrial User meeting the criteria in paragraph (C) above meets the requirements of 40 CFR Part 403.3 (v)(3) and thus is a Moderate Potential Significant Industrial User.
- (35) **Significant Noncompliance or SNC** is the status of noncompliance of a Significant Industrial User when one or more of the following criteria are met. Additionally, any Industrial User which meets the criteria in subparagraph (A) (35), Parts (C), (D), or (H) shall also be SNC.
- A. Chronic violation of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all the measurements taken for the same pollutant parameter (not including flow) during a six month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3 (1);
  - B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3 (1) multiplied by the applicable TRC; (TRC=1.4 for BOD, TSS, fats, oil, and grease, 1.2 for all other pollutants except flow and pH);
  - C. Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR Part 403.3 (1) (daily maximum, long term average, instantaneous limit, or narrative standard) that the Control Authority and/or POTW determines has caused, alone or in combination with other discharges, interference, or pass through (including endangering the health of POTW personnel or the general public);

- D. Any discharge of a pollutant or wastewater that has caused imminent endangerment to human health/welfare or to the environment or has resulted in either the Control Authority's or the POTW's, if different from the Control Authority, exercise of its emergency authority under 40 CFR Part 403.8 (f) (1) (vi)(B) and Section 8.1 (e) of this SUO to halt or prevent such a discharge.
  - E. Violations of compliance schedule milestones, contained in a pretreatment permit or enforcement order, for starting construction, completing construction, and attaining final compliance by ninety (90) days or more after the schedule date.
  - F. Failure to provide reports for compliance schedule, self-monitoring data, baseline monitoring reports, ninety-day (90) compliance reports, and periodic compliance reports within thirty (30) days from the due date.
  - G. Failure to accurately report noncompliance.
  - H. Any other violation or group of violations that the control authority considers to be significant.
- (36) Slug Load or Discharge. Any discharge at a flow rate or concentration which has a reasonable potential to cause Interference or Pass-Through, or in any other way violates the POTW's regulations, local limits, or Industrial User Permit conditions. This can include but is not limited to spills and other accidental discharges; discharges of a non-routine, episodic nature; a non-customary batch discharge; or any other discharges that can cause a violation of the prohibited discharge standards in Section 2.1 of this Ordinance.
  - (37) Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.
  - (38) Storm Water. Any flow occurring during or following any form of natural precipitation and resulting therefrom.
  - (39) Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.
  - (40) Upset. An exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities lack of preventive maintenance, or careless or improper operation.
  - (41) Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, mobile sources, treatment facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.
  - (42) Wastewater Permit. As set forth in Section 4.2 of this Ordinance.
  - (43) Waters of the State. All streams, lakes, ponds, marshes, watercourse, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.
- (b) This Ordinance is gender neutral and the masculine gender shall include the feminine and vice-versa.
  - (c) Shall is mandatory; may is permissive or discretionary.
  - (d) The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.
  - (e) The following abbreviations when used in this Ordinance, shall have the designated meanings:
 

(1)	BOD	Biochemical Oxygen Demand
(2)	CFR	Code of Federal Regulations
(3)	COD	Chemical Oxygen Demand

(4)	EPA	Environmental Protection Agency
(5)	gpd	Gallons per day
(6)	l	Liter
(7)	mg	Milligrams
(8)	mg/l	Milligrams per liter
(9)	N.C.G.S.	North Carolina General Statutes
(10)	NPDES	National Pollution Discharge Elimination System
(11)	O & M	Operation and Maintenance
(12)	POTW	Publicly Owned Treatment Works
(13)	RCRA	Resource Conservation and Recovery Act
(14)	SIC	Standard Industrial Classification
(15)	SWDA	Solid Waste Disposal Act
(16)	TSS	Total Suspended Solids
(17)	TKN	Total Kjeldahl Nitrogen
(18)	U.S.C	United States Code.

## SECTION 2 - GENERAL SEWER USE REQUIREMENTS

### 2.1 Prohibited Discharge Standards

- (a) General Prohibitions. No user shall contribute or cause to be contributed into the POTW, directly or indirectly, any pollutant or wastewater which causes interference or pass through. These general prohibitions apply to all users of a POTW whether or not the user is a significant industrial user or subject to any National, State, or local pretreatment standards or requirements.
- (b) Specific Prohibitions. No user shall contribute or cause to be contributed into the POTW the following pollutants, substances, or wastewater:
  - (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21.
  - (2) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids greater than one half inch (1/2") in any dimension.
  - (3) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
  - (4) Any wastewater having a pH less than 5.0 or more than 12.0 or wastewater having any other corrosive property capable of causing damage to the POTW or equipment.
  - (5) Any wastewater containing pollutants, including oxygen-demanding pollutants, (BOD, etc) in sufficient quantity, (flow or concentration) either singly or by interaction with other pollutants, to cause interference with the POTW.
  - (6) Any wastewater having a temperature greater than 150° F (66° C), or which will inhibit biological activity in the POTW treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° F (40° C).
  - (7) Any pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
  - (8) Any trucked or hauled pollutants, except at discharge points designated by the POTW Director in accordance with Section 2.9 of this Ordinance.
  - (9) Any noxious or malodorous liquids, gases, or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
  - (10) Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal regulations or permits issued under Section 405 of the Act; the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
  - (11) Any wastewater which imparts color which cannot be removed by the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts sufficient color to the treatment plant's effluent to render the waters injurious to public health or secondary recreation or to aquatic life and wildlife or to adversely affect the palatability of fish or aesthetic quality or impair the receiving waters for any designated uses.
  - (12) Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the POTW Director in compliance with applicable State or Federal regulations.
  - (13) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water and unpolluted industrial wastewater, unless specifically authorized by the POTW Director.

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- (14) Fats, oils, or greases of animal or vegetable origin in concentrations greater than one hundred (100) mg/l unless authorized by the POTW Director.
  - (15) Any sludges, screenings or other residues from the pretreatment of industrial wastes.
  - (16) Any medical wastes, except as specifically authorized by the POTW Director in a wastewater discharge permit.
  - (17) Any material containing ammonia, ammonia salts, or other chelating agents which will produce metallic complexes that interfere with the municipal wastewater system.
  - (18) Any material that would be identified as hazardous waste according to 40 CFR Part 261 if not disposed of in a sewer except as may be specifically authorized by the POTW Director.
  - (19) Any wastewater causing the treatment plant effluent to violate State Water Quality Standards for toxic substances as described in 15A NCAC 2B .0200.
  - (20) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
  - (21) Recognizable portions of the human or animal anatomy.
  - (22) Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the municipal wastewater system.
  - (23) At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter.

Pollutants, substances, wastewater, or other wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the municipal wastewater system. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connecting with the system.

When the POTW Director determines that a user(s) is contributing to the POTW, any of the above enumerated substances in such amounts which may cause or contribute to interference of POTW operation or pass through, the POTW Director shall:

- 1) advise the user(s) of the potential impact of the contribution on the POTW in accordance with Section 8.1; and
- 2) take appropriate actions in accordance with Section 4 for such user to protect the POTW from interference or pass through.

## **2.2. National Categorical Pretreatment Standards**

Users subject to categorical pretreatment standards are required to comply with applicable standards as set out in 40 CFR Chapter 1, Subchapter N, Parts 405-471 and incorporated herein.

- (a) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the POTW Director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the POTW Director shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).
- (c) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- (d) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

### 2.3 Local Limits

An industrial waste survey is required prior to a User discharging wastewater containing in excess of the following average discharge limits.

BOD	250	mg/l	
TSS	250	mg/l	
NH <sub>3</sub>	25	mg/l	
Arsenic	0.003	mg/l	
Cadmium	0.003	mg/l	
Chromium	0.05	mg/l	(total chromium)
Copper	0.061	mg/l	
Cyanide	0.015	mg/l	
Lead	0.049	mg/l	
Mercury	0.0003	mg/l	
Nickel	0.021	mg/l	
Oil & Grease	100	mg/l	
Silver	0.005	mg/l	
Zinc	0.175	mg/l	

Industrial Waste Survey information will be used to develop user-specific local limits when necessary to ensure that the POTW's maximum allowable headworks loading are not exceeded for particular pollutants of concern. User-specific local limits for appropriate pollutants of concern shall be included in wastewater permits. The POTW Director may impose mass based limits in addition to, or in place of concentration based limits.

### 2.4 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Ordinance.

### 2.5 Right of Revision

The County reserves the right to establish limitations and requirements which are more stringent than those required by either State or Federal regulation if deemed necessary to comply with the objectives presented in Section 1.1 of this Ordinance or the general and specific prohibitions in Section 2.1 of this Ordinance, as is allowed by 40 CFR 403.4.

### 2.6 Dilution

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National categorical pretreatment standards, unless expressly authorized by an applicable pretreatment standard, or in any other pollutant-specific limitation developed by the County or State.

### 2.7 Pretreatment of Wastewater

#### (a) Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this Ordinance and wastewater permits issued under Section 4.2 of this Ordinance and shall achieve compliance with all National categorical pretreatment standards, local limits, and the prohibitions set out in Section 2.1 of this Ordinance within the time limitations as specified by EPA, the State, or the POTW Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the County for review, and shall be approved by the POTW Director before construction of the facility. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the County under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the POTW Director prior to the user's initiation of the changes.



(b) **Additional Pretreatment Measures**

1. Whenever deemed necessary, the POTW Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Ordinance.
2. The POTW Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
3. Grease, oil, and sand interceptors shall be provided when, in the opinion of the POTW Director, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the POTW Director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.
4. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

**2.8 Accidental Discharge/Slug Control Plans**

(a) At least once every two (2) years, the POTW Director shall evaluate whether each significant industrial user needs a plan to control and prevent slug discharges and accidental discharges as defined in Section 1.2(a)(36). All SIUs must be evaluated within one year of being designated an SIU. The POTW Director may require any user to develop, submit for approval, and implement such a plan. Alternatively, the POTW Director may develop such a plan for any user.

(b) All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load. Also see Sections 5.5 and 5.6.

(c) An accidental discharge/slug control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the POTW Director of any accidental or slug discharge, as required by Section 5.6 of this Ordinance; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

**2.9 Hauled Wastewater**

- (a) Septic tank waste may be introduced into the POTW only at locations designated by the POTW Director, and at such times as are established by the POTW Director. Such waste shall not violate Section 2 of this Ordinance or any other requirements established by the County. The POTW Director may require septic tank waste haulers to obtain wastewater discharge permits.
- (b) The POTW Director shall require haulers of industrial waste to obtain wastewater discharge permits. The POTW Director may require generators of hauled industrial waste to obtain wastewater discharge permits. The POTW Director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this Ordinance.

- (c) Industrial waste haulers may discharge loads only at locations designated by the POTW Director. No load may be discharged without prior consent of the POTW Director. The POTW Director may collect samples of each hauled load to ensure compliance with applicable standards. The POTW Director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

## **SECTION 3 - FEES**

### **3.1 Purpose**

It is the purpose of this chapter to provide for the recovery of costs from users of the wastewater disposal system of the County for the implementation of the program established herein. The applicable charges or fees shall be set forth in a schedule of sewer use charges and fees by the POTW Director and approved by the County Board of Commissioners. A copy of these charges and fees will be made available from the POTW Director.

### **3.2 User Charges**

A user charge shall be levied on all users including, but not limited to, persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the POTW.

- (a) The user charge shall reflect, at least, the cost of debt service, operation and maintenance (including replacement) of the POTW.
- (b) Each user shall pay its proportionate cost based on volume of flow.
- (c) The Manager of the County shall review annually the sewage contributions of users, the total costs of debt service, operation and maintenance of the POTW and will make recommendations to the Council or Board serving the County for adjustments in the schedule of charges and fees as necessary.
- (d) Charges for flow to the POTW not directly attributable to the users shall be distributed among all users of the POTW based upon the volume of flow of the users.

### **3.3 Surcharges:** The amount of the surcharges will be based upon the volume of flow and the character and concentration of the constituents of the wastewater:

- (a) The volume of flow used in determining the total discharge of wastewater for payment of user charges and surcharges shall be based on the following:
  - (1) Metered water consumption as shown in the records of meter readings maintained by the County; or
  - (2) If required by the County or at the individual dischargers option, other flow monitoring devices which measure the actual volume of wastewater discharged to the sewer. Such devices shall be accessible and safely located, and the measuring system shall be installed in accordance with plans approved by the County. The metering system shall be installed and maintained at the users expense according to arrangements that may be made with the County.
  - (3) Where any user procures all or part of his water supply from sources other than the County, the user shall install and maintain at his own expense a flow measuring device of a type approved by the County.
- (b) The character and concentration of the constituents of the wastewater used in determining surcharges shall be determined by samples collected and analyzed by the County. Samples shall be collected in such a manner as to be representative of the actual discharge and shall be analyzed using procedures set forth in 40 CFR Part 136.

- (c) The determination of the character and concentration of the constituents of the wastewater discharge by the POTW Director or his duly appointed representatives shall be binding as a basis for charges.

### **3.4 Pretreatment Program Administration Charges**

The schedule of charges and fees adopted by the County may include charges and fees for:

- (a) reimbursement of costs of setting up and operating the Pretreatment Program;
- (b) monitoring, inspections and surveillance procedures;
- (c) reviewing slug control plans, including accidental and/or slug load discharge procedures and construction plans and specifications;
- (d) permitting;
- (e) other fees as the County may deem necessary to carry out the requirements of the Pretreatment Program.

## **SECTION 4 - WASTEWATER DISCHARGE PERMIT APPLICATION AND ISSUANCE**

### **4.1 Wastewater Dischargers**

It shall be unlawful for any person to connect or discharge to the POTW without first obtaining the permission of the County. When requested by the POTW Director, a user must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The POTW Director is authorized to prepare a form for this purpose and may periodically require users to update this information.

### **4.2 Wastewater Permits**

All significant industrial users shall obtain a significant industrial user permit prior to the commencement of discharge to the POTW. Existing industrial users who are determined by the POTW Director to be significant industrial users shall obtain a significant industrial user permit within one hundred eighty (180) days of receiving notification of the POTW Director's determination. Industrial users who do not fit the significant industrial user criteria may at the discretion of the POTW Director be required to obtain a wastewater discharge permit for non-significant industrial users.

- (a) **Significant Industrial User Determination**  
All persons proposing to discharge non-domestic wastewater, or proposing to change the volume or characteristics of an existing discharge of non-domestic wastewater shall request from the POTW Director a significant industrial user determination. If the POTW Director determines or suspects that the proposed discharge fits the significant industrial user criteria he will require that a significant industrial user permit application be filed.
- (b) **Significant Industrial User Permit Application**  
Users required to obtain a significant industrial user permit shall complete and file with the County, an application in the form prescribed by the POTW Director, and accompanied by an application fee in the amount prescribed in the schedule of charges and fees. Significant industrial users shall apply for a significant industrial user permit within ninety (90) days after notification of the POTW Director's determination in 4.2(a) above. The application shall include at a minimum:
  - (A) Name of Industrial User;
  - (B) Address of Industrial User;
  - (C) Standard Industrial Classification (SIC) code (s) or expected classification and industrial user category;
  - (D) wastewater flow;
  - (E) types and concentrations (or mass) of pollutants contained in the discharge;

- (F) major products manufactured or services supplied;
  - (G) description of existing on-site pretreatment facilities and practices;
  - (H) locations of discharge points;
  - (I) raw materials used or stored at the site;
  - (J) flow diagram or sewer map for the industrial user;
  - (K) number of employees;
  - (L) operation and production schedules; and
  - (M) description of current and projected waste reduction activities in accordance with G.S. 143-215.1 (g).
- (c) **Application Signatories and Certification**  
 All wastewater discharge permit applications and user reports must be signed by the current authorized representative of the user on file with the Control Authority and/or Municipality as defined in Section 1.2(a)(3) and contain the following certification statement:
- "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- (d) **Application Review And Evaluation**  
 The POTW Director will evaluate the data furnished by the user and may require additional information.
- (1) The POTW Director is authorized to accept applications for the County and shall refer all applications to the POTW staff for review and evaluation.
  - (2) Within thirty (30) days of receipt the POTW Director shall acknowledge and accept the complete application; or if not complete, shall return the application to the applicant with a statement of what additional information is required.
- (e) **Tentative Determination and Draft Permit**
- (1) The POTW staff shall conduct a review of the application and an on-site inspection of the significant industrial user, including any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the significant industrial user permit.
  - (2) If the staff's tentative determination in Paragraph (1) above is to issue the permit, the following additional determinations shall be made in writing:
    - (i) proposed discharge limitations for those pollutants proposed to be limited;
    - (ii) a proposed schedule of compliance, including interim dates and requirements, for meeting the proposed limitations; and
    - (iii) a brief description of any other proposed special conditions which will have significant impact upon the discharge described in the application.
  - (3) The staff shall organize the determinations made pursuant to Paragraphs (1) and (2) above and the general permit conditions of the County into a significant industrial user permit.
- (f) **Permit supporting documentation.** The Control Authority staff shall prepare the following documents for all Significant Industrial User permits.
- (1) An allocation table (AT) listing permit information for all Significant Industrial Users, including but not limited to permit limits, permit effective and expiration dates, and a comparison of total permitted flows and loads with Division approved maximum allowable loadings of the POTW, including flow, on forms or in a format approved by the Division. The AT shall be updated as permits are issued or renewed, and as permits are modified where the permitted limits or other AT information is revised.

- (2) The basis, or rationale for the pretreatment limitations, including the following:
- (A) documentation of categorical determination, including documentation of any calculations used in applying categorical pretreatment standards; and
  - (B) documentation of the rationale of any parameters for which monitoring has been waived under 40 CFR Part 403.12 (e)(2).
- (g) Final Action On Significant Industrial User Permit Applications
- (1) The POTW Director shall take final action on all applications not later than ninety (90) days following receipt of a complete application.
  - (2) The POTW Director is authorized to:
    - (i) issue a significant industrial user permit containing such conditions as are necessary to effectuate the purposes of this Ordinance and N.C.G.S. 143-215.1;
    - (ii) issue a significant industrial user permit containing time schedules for achieving compliance with applicable pretreatment standards and requirements;
    - (iii) modify any permit upon not less than sixty (60) days notice and pursuant to Section 4.2(i) of this Ordinance;
    - (iv) revoke any permit pursuant to Section 8.1 of this Ordinance;
    - (v) suspend a permit pursuant to Section 8.1 of this Ordinance;
    - (vi) deny a permit application when in the opinion of the POTW Director such discharge may cause or contribute to pass-through or interference of the wastewater treatment plant or where necessary to effectuate the purposes of G.S. 143-215.1.
- (h) Hearings: The local government may conduct hearings in accordance with its regular hearing procedure.
- (1) Initial Adjudicatory Hearing. An applicant whose permit is denied, or is granted subject to conditions he deems unacceptable, a permittee/user assessed a civil penalty under Section 8.2, or one issued an administrative order under Section 8.1 shall have the right to an adjudicatory hearing before a hearing officer designated by the POTW Director upon making written demand, identifying the specific issues to be contested, to the POTW Director within thirty (30) days following receipt of the significant industrial user permit, civil penalty assessment, or administrative order. Unless such written demand is made within the time specified herein, the action shall be final and binding. The hearing officer shall make a final decision on the contested permit, penalty, or order within forty-five (45) days of the receipt of the written demand for a hearing. The POTW Director shall transmit a copy of the hearing officer's decision by registered or certified mail.
    - (i) New Permits. Upon appeal, including judicial review in the General Courts of Justice, of the terms or conditions of a newly issued permit, the terms and conditions of the entire permit are stayed and the permit is not in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
    - (ii) Renewed Permits. Upon appeal, including judicial review in the General Courts of Justice, of the terms or conditions of a renewed permit, the terms and conditions of the existing permit remain in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
  - (2) Final Appeal Hearing. Any decision of a hearing officer made as a result of an adjudicatory hearing held under Section 4.2(h)(1) above may be appealed, to the Commissioners serving the County upon filing a written demand within ten (10) days of receipt of notice of the decision. Hearings held under this Subdivision shall be conducted in accordance with local hearing procedures. Failure to make written demand within the time specified herein shall bar further appeal. The Commissioners serving the County shall make a final decision on the appeal within ninety (90) days of the date the appeal was filed and shall transmit a written copy of its decision by registered or certified mail.

- (3) Official record. When a final decision is issued under Section 4.2(h)(2) above, Commissioners serving the County shall prepare an official record of the case that includes:
    - (i) All notices, motions, and other like pleadings;
    - (ii) A copy of all documentary evidence introduced;
    - (iii) A certified transcript of all testimony taken, if testimony is transcribed. If testimony is taken and not transcribed, then a narrative summary of any testimony taken.
    - (iv) A copy of the final decision of the Commissioners serving the County .
  - (4) Judicial Review. Any person against whom a final order or decision of the Commissioners serving the County is entered, pursuant to the hearing conducted under Section 4.2(h)(2) above, may seek judicial review of the order or decision by filing a written petition within thirty (30) days after receipt of notice by registered or certified mail of the order or decision, but not thereafter, with the Superior Court of Brunswick County along with a copy to the County. Within thirty (30) days after receipt of the copy of the petition of judicial review, the Commissioners serving the County shall transmit to the reviewing court the original or a certified copy of the official record.
- (i) Permit Modification
- (1) Modifications of permits shall be subject to the same procedural requirements as the issuance of permits except as listed below. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance
    - (i) changes in the ownership of the discharge when no other change in the permit is indicated,
    - (ii) a single modification of any compliance schedule not in excess of four (4) months,
    - (iii) modification of compliance schedules (construction schedules) in permits for new sources where the new source will not begin to discharge until control facilities are operational.
  - (2) Within nine (9) months of the promulgation of a National categorical pretreatment standard, the wastewater discharge permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National categorical pretreatment standard, has not previously submitted an application for a wastewater discharge permit as required by Section 4.2(b), the user shall apply for a wastewater discharge permit within one hundred eighty (180) days after the promulgation of the applicable National categorical pretreatment standard.
  - (3) A request for a modification by the permittee shall constitute a waiver of the sixty-day (60) notice required by G.S. 143-215.1(b) for modifications.
- (j) Permit Conditions
- (1) The POTW Director shall have the authority to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this Ordinance and N.C.G.S. 143-215.1. Wastewater permits shall contain, but are not limited to, the following:
    - (i) a statement of duration ( in no case more than five years);
    - (ii) a statement of non-transferability;
    - (iii) applicable effluent limits based on categorical standards or local limits or both;
    - (iv) applicable monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;
    - (v) requirements for notifying the POTW in the event of an accidental discharge or slug load as defined in Section 1.2(a)(36);
    - (vi) requirements to implement a Plan or other controls for prevention of accidental discharges and/or slug loads as defined in Section 1.2(a)(36), if determined by the POTW Director to be necessary for the User and,

- (vii) requirements for immediately notifying the POTW of any changes at its facility affecting the potential for spills and other accidental discharges, or slug load as defined in 1.2(a)(36). Also see Sections 5.5 and 5.6;
  - (viii) a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule.
- (2) In addition, permits may contain, but are not limited to, the following:
- (i) Limits on the average and/or maximum rate of discharge, and/or requirements for flow regulation and equalization.
  - (ii) Limits on the instantaneous, daily, and monthly average and/or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.
  - (iii) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
  - (iv) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the system.
  - (v) Requirements for installation and maintenance of inspection and sampling facilities and equipment.
  - (vi) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
  - (vii) Requirements for immediate reporting of any instance of noncompliance and for automatic resampling and reporting within thirty (30) days where self-monitoring indicates a violation(s).
  - (viii) Compliance schedules for meeting pretreatment standards and requirements.
  - (ix) Requirements for submission of periodic self-monitoring or special notification reports.
  - (x) Requirements for maintaining and retaining plans and records relating to wastewater discharges as specified in Section 5.13 and affording the POTW Director, or his representatives, access thereto.
  - (xi) Requirements for prior notification and approval by the POTW Director of any new introduction of wastewater pollutants or of any significant change in the volume or character of the wastewater prior to introduction in the system.
  - (xii) Requirements for the prior notification and approval by the POTW Director of any change in the manufacturing and/or pretreatment process used by the permittee.
  - (xiii) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the terms of the permit.
- (k) **Permit Duration**  
Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date.
- (l) **Permit Transfer**  
Wastewater permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.
- (m) **Permit Reissuance**  
A significant industrial user shall apply for permit reissuance by submitting a complete permit application in accordance with Section 4.2 a minimum of one hundred eighty (180) days prior to the expiration of the existing permit.

## SECTION 5 - REPORTING REQUIREMENTS

### 5.1 Baseline Monitoring Reports

- (a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to

discharge to the POTW shall submit to the POTW Director a report which contains the information listed in paragraph (b), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the POTW Director a report which contains the information listed in paragraph (b), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

- (b) Users described above shall submit the information set forth below.
- (1) Identifying Information. The name and address of the facility, including the name of the operator and owner.
  - (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
  - (3) Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
  - (4) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
  - (5) Measurement of Pollutants.
    - (i) The categorical pretreatment standards applicable to each regulated process.
    - (ii) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the POTW Director, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 5.10 of this Ordinance.
    - (iii) Sampling must be performed in accordance with procedures set out in Section 5.11 of this Ordinance and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4).
  - (6) Certification. A statement, reviewed by the user's current authorized representative as defined in Section 1.2(a)(3) and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
  - (7) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 5.2 of this Ordinance.
  - (8) Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 4.2(c) of this Ordinance.

## 5.2 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 5.1(b)(7) of this Ordinance:

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine (9) months;
- (c) The user shall submit a progress report to the POTW Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum,



whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

- (d) In no event shall more than nine (9) months elapse between such progress reports to the POTW Director.

### **5.3 Reports on Compliance with Categorical Pretreatment Standard, Deadline**

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the POTW Director a report containing the information described in Section 5.1(b)(4-6) of this Ordinance. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 4.2(c) of this Ordinance.

### **5.4 Periodic Compliance Reports**

Municipalities may sample and analyze user discharges in lieu of requiring the users to conduct sampling and analysis.

- (a) All significant industrial users shall, at a frequency determined by the POTW Director but in no case less than once every six (6) months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the applicable flows for the reporting period. Sampling and analysis must be performed in accordance with procedures set out in Section 5.10 and 5.11 of this Ordinance. All periodic compliance reports must be signed and certified in accordance with Section 4.2(c) of this Ordinance.
- (b) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the POTW Director, using the procedures prescribed in Section 5.10 and 5.11 of this Ordinance, the results of this monitoring shall be included in the report.

### **5.5 Reports of Changed Conditions**

Each user must notify the POTW Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least thirty (30) days before the change. The Permittee shall not begin the changes until receiving written approval from the Control Authority and/or municipality. See Section 5.6(d) for other reporting requirements.

- (a) The POTW Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 4.2 of this Ordinance.
- (b) The POTW Director may issue a wastewater discharge permit under Section 4.2 of this Ordinance or modify an existing wastewater discharge permit under Section 4.2 of this Ordinance in response to changed conditions or anticipated changed conditions.
- (c) For purposes of this requirement, significant changes include, but are not limited to, flow or pollutant increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants. [increases or decreases to production; increases in discharge of previously reported pollutants; discharge of pollutants not previously reported to the Control Authority and/or municipality; new or changed product lines; new or changed manufacturing processes and/or chemicals; or new or changed customers.

### **5.6 Reports of Potential Problems**

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load as defined in Section 1.2(a)(36), that may cause potential problems for the POTW, the user shall immediately telephone and notify the POTW Director of the incident. This notification shall include the

location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

- (b) Within five (5) days following such discharge, the user shall, unless waived by the POTW Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this Ordinance.
- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph (a), above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.
- (d) All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load as defined in Section 1.2(a)(36).

#### **5.7 Reports from Unpermitted Users**

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the POTW Director as the POTW Director may require. All users classified as Non-Significant Categorical Industrial Users under Section [1.2(a) (34) (F)] shall provide appropriate reports to the [POTW Director] as the [POTW Director] may require. At a minimum, this shall include the Annual Certification of continuing to meet the Non-Significant Categorical Industrial User criteria as required under 40 CFR 403.12(q).

#### **5.8 Notice of Violation/Repeat Sampling and Reporting**

- (a) If sampling performed by a user indicates a violation, the user must notify the POTW Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the POTW Director within thirty (30) days after becoming aware of the violation. If allowed by the POTW Director, the user is not required to resample:
  - (i) if the POTW Director monitors at the user's facility at least once a month; or
  - (ii) if the POTW Director samples between the user's initial sampling and when the user receives the results of this sampling.
- (b) If the POTW Director has performed the sampling and analysis in lieu of the Industrial User and the POTW sampling of the user indicates a violation, the POTW Director shall repeat the sampling and obtain the results of the repeat analysis within thirty (30) days after becoming aware of the violations, unless one of the following occurs:
  - (i) the POTW Director monitors at the user's facility at least once a month; or
  - (ii) the POTW Director samples the user between their initial sampling and when the POTW receives the results of this initial sampling; or
  - (iii) the POTW Director requires the user to perform sampling and submit the results to the POTW Director within the 30 (thirty) day deadline of the POTW becoming aware of the violation.

#### **5.9 Notification of the Discharge of Hazardous Waste**

The County prohibits the discharge of any hazardous wastes without notification and approval of the POTW Director.

- (a) Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type

of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharge during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharge. However, notifications of changed conditions must be submitted under Section 5.5 of this Ordinance. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 5.1, 5.3, and 5.4 of this Ordinance.

- (b) Dischargers are exempt from the requirements of paragraph (a), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specific in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- (c) In the case of any new regulation under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the POTW Director, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- (d) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Ordinance, a permit issued thereunder, or any applicable Federal or State law.

#### **5.10 Analytical Requirements**

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

#### **5.11 Grab and Composite Sample Collection**

- (a) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (b) Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, volatile organic compounds, and any other pollutants as required by 40 CFR 136. The POTW shall determine the number of grabs necessary to be representative of the User's discharge. See 40 CFR 403.12(g)(5) for additional grab sample number requirements for BMR and ninety (90) Day Compliance Reports. Additionally, the POTW Director may allow collection of multiple grabs during a 24 hour period which are composited prior to analysis as allowed under 40 CFR 136.
- (c) Composite Samples: All wastewater composite samples shall be collected with a minimum of hourly aliquots or grabs for each hour that there is a discharge. All wastewater composite samples shall be collected using flow proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the POTW Director. When

authorizing time-proportional composites or grabs, the samples must be representative and the decision to allow the alternative sampling must be documented.

#### **5.12 Timing**

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

#### **5.13 Record Keeping**

Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the County, or where the user has been specifically notified of a longer retention period by the POTW Director.

#### **5.14 Electronic Reporting**

The POTW Director may develop procedures for receipt of electronic reports for any reporting requirements of this Ordinance. Such procedures shall comply with 40 CFR Part 3. These procedures shall be enforceable under Section 8 of this Ordinance.

### **SECTION 6 - COMPLIANCE MONITORING**

#### **6.1 Monitoring Facilities**

The County requires the user to provide and operate at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the County may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the requirements of the County and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the County.

#### **6.2 Inspection and Sampling**

The County will inspect the facilities of any user to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the County, approval authority and EPA or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The County, approval authority and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the County, approval authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Denial of the County's approval authority's, or EPA's access to the user's premises shall be a violation of this Ordinance. Unreasonable delays may constitute denial of access.

### **6.3 Search Warrants**

If the County, approval authority, or EPA has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the County designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the County Director, approval authority, or EPA may seek issuance of a search warrant from the court having jurisdiction within the County.

## **SECTION 7 - CONFIDENTIAL INFORMATION**

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the POTW Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any such request must be asserted at the time of submission of the information or data.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) Permit, Non-discharge permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

All records relating to compliance with Pretreatment Standards shall be made available to officials of the approval authority and EPA upon request.

## **SECTION 8 - ENFORCEMENT**

### **8.1 Administrative Remedies**

#### **(a) Notification Of Violation**

Whenever the POTW Director finds that any industrial user has violated or is violating this Ordinance, wastewater permit, or any prohibition, limitation or requirements contained therein or any other pretreatment requirement the POTW Director may serve upon such a person a written notice stating the nature of the violation. Within thirty (30) days from the date of this notice, an explanation for the violation and a plan for the satisfactory correction thereof shall be submitted to the County by the user. Submission of this plan does not relieve the discharger of liability for any violations occurring before or after receipt of the notice of violation.

#### **(b) Consent Orders**

The POTW Director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as an administrative order issued pursuant to Section 8.1(d), below.

## (c) Show Cause Hearing

The POTW Director may order any industrial user who causes or is responsible for an unauthorized discharge, has violated this Ordinance or is in noncompliance with a wastewater discharge permit to show cause why a proposed enforcement action should not be taken. In the event the POTW Director determines that a show cause order should be issued, a notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.

The POTW Director shall review the evidence presented at the hearing and determine whether the proposed enforcement action is appropriate.

A show cause hearing under this section is not a prerequisite to the assessment of a civil penalty under Section 8.2 nor is any action or inaction taken by the POTW Director under this section subject to an administrative appeal under Section 4.2(h).

## (d) Administrative Orders

When the POTW Director finds that an industrial user has violated or continues to violate this Ordinance, permits or orders issued hereunder, or any other pretreatment requirement the POTW Director may issue an order to cease and desist all such violations and direct those persons in noncompliance to do any of the following:

- (1) Immediately comply with all requirements;
- (2) Comply in accordance with a compliance time schedule set forth in the order;
- (3) Take appropriate remedial or preventive action in the event of a continuing or threatened violation;
- (4) Disconnect unless adequate treatment facilities, devices or other related appurtenances are installed and properly operated within a specified time period.

## (e) Emergency Suspensions

The POTW Director may suspend the wastewater treatment service and/or wastewater permit when such suspension is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, interferes with the POTW or causes the POTW to violate any condition of its NPDES or Non-discharge permit.

Any user notified of a suspension of the wastewater treatment service and/or the wastewater permit shall immediately stop or eliminate the contribution. A hearing will be held within fifteen (15) days of the notice of suspension to determine whether the suspension may be lifted or the user's waste discharge permit terminated. In the event of a failure to comply voluntarily with the suspension order, the POTW Director shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The POTW Director shall reinstate the wastewater permit and the wastewater treatment service upon proof of the elimination of the noncompliant discharge. The industrial user shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the POTW Director prior to the date of the above-described hearing.

## (f) Termination of Permit or Permission to Discharge

The POTW Director may revoke a wastewater discharge permit or permission to discharge for good cause, including, but not limited to, the following reasons:

- (1) Failure to accurately report the wastewater constituents and characteristics of his discharge;
- (2) Failure to report significant changes in operations, or wastewater constituents and characteristics;
- (3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or,
- (4) Violation of conditions of the permit or permission to discharge, conditions of this Ordinance, or any applicable State and Federal regulations.

Noncompliant industrial users will be notified of the proposed termination of their wastewater permit and will be offered an opportunity to show cause under Section 8.1 of this Ordinance why the proposed action should not be taken.

## **8.2 Civil Penalties**

- (a) Any user who is found to have failed to comply with any provision of this Ordinance, or the orders, rules, regulations and permits issued hereunder, may be fined up to twenty-five thousand dollars (\$25,000) per day per violation.
  - a. Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator only if:
    - i. For any class of violation, only if a civil penalty has been imposed against the violator within the five years preceding the violation, or
    - ii. In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this Ordinance, or the orders, rules, regulations and permits issued hereunder, only if the POTW Director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five years preceding the violation.
- (b) In determining the amount of the civil penalty, the POTW Director shall consider the following:
  - (i) The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting from the violation;
  - (ii) The duration and gravity of the violation;
  - (iii) The effect on ground or surface water quantity or quality or on air quality;
  - (iv) The cost of rectifying the damage;
  - (v) The amount of money saved by noncompliance;
  - (vi) Whether the violation was committed willfully or intentionally;
  - (vii) The prior record of the violator in complying or failing to comply with the pretreatment program;
  - (viii) The costs of enforcement to the County.
- (c) Appeals of civil penalties assessed in accordance with this section shall be as provided in Section 4.2(h).

## **8.3 Other Available Remedies**

Remedies, in addition to those previously mentioned in this Ordinance, are available to the POTW Director who may use any single one or combination against a noncompliant user. Additional available remedies include, but are not limited to:

- (a) Criminal Violations.

The District Attorney for the applicable Judicial District may, at the request of the County, prosecute noncompliant users who violate the provisions of N.C.G.S. 143-215.6B. Note: Under North Carolina law, it is a crime to negligently violate any term, condition, or requirement of a pretreatment permit, or negligently fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(f), to knowingly and willfully violate any term, condition, or

requirement of a pretreatment permit, or knowingly and willfully fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(g), to knowingly violate any term, condition, or requirement of a pretreatment permit issued by local governments, or knowingly fail to apply for a pretreatment permit, knowing at the time that a person is placed in imminent danger of death or serious bodily injury, (G.S. 143-215.6B(h), and to falsify information required under Article 21 of Chapter 143 of the General Statutes (G.S. 143-215.6B(i).

(b) **Injunctive Relief**

Whenever a user is in violation of the provisions of this Ordinance or an order or permit issued hereunder, the POTW Director, through the City Attorney, may petition the Superior Court of Justice for the issuance of a restraining order or a preliminary and permanent injunction which restrains or compels the activities in question.

(c) **Water Supply Severance**

Whenever an industrial user is in violation of the provisions of this Ordinance or an order or permit issued hereunder, water service to the industrial user may be severed and service will only recommence, at the user's expense, after it has satisfactorily demonstrated ability to comply.

(d) **Public Nuisances**

Any violation of the prohibitions or effluent limitations of this Ordinance or of a permit or order issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the POTW Director. Any person(s) creating a public nuisance shall be subject to the provisions of the appropriate Ordinances of the County governing such nuisances, including reimbursing the POTW for any costs incurred in removing, abating or remedying said nuisance.

#### **8.4 Remedies Nonexclusive**

The remedies provided for in this Ordinance are not exclusive. The POTW Director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the County's enforcement response plan. However, the POTW Director may take other action against any user when the circumstances warrant. Further, the POTW Director is empowered to take more than one enforcement action against any noncompliant user.

#### **SECTION 9 - ANNUAL PUBLICATION OF SIGNIFICANT NONCOMPLIANCE**

At least annually, the POTW Director shall publish in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of those industrial users which were found to be in significant noncompliance, also referred to as reportable noncompliance, in 15A NCAC 2H .0903(b)(34), with applicable pretreatment standards and requirements, during the previous twelve (12) months.

#### **SECTION 10 - ADJUDICATORY HEARINGS**

See Section 4.2 (h).

#### **SECTION 11- AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS**

##### **11.1 Upset**

- (a) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (b), below, are met.
- (b) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
  - (1) An upset occurred and the user can identify the cause(s) of the upset;
  - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
  - (3) The user has submitted the following information to the POTW Director within twenty-four (24) hours of becoming aware of the upset if this information is provided orally, a written submission must be provided within five (5) days:
    - (i) A description of the indirect discharge and cause of noncompliance;



- (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (c) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- (d) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- (e) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

### **11.2 Prohibited Discharge Standards Defense**

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 2.1 (a) of this Ordinance or the specific prohibitions in Sections 2.1(b)(2), (3), (5 - 7) and (9-23) of this Ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (a) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- (b) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

### **11.3 Bypass**

- (a) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (b) and (c) of this section.
- (b)
  - (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the POTW Director, at least ten (10) days before the date of the bypass, if possible.
  - (2) A user shall submit oral notice to the POTW Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of this time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The POTW Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- (c)
  - (1) Bypass is prohibited, and the POTW Director may take an enforcement action against a user for a bypass, unless
    - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
    - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment

should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

- (iii) The user submitted notices as required under paragraph (b) of this section.
- (2) The POTW Director may approve an anticipated bypass, after considering its adverse effects, if the POTW Director determines that it will meet the three conditions listed in paragraph (c)(1) of this section.

#### SECTION 12- SEVERABILITY

If any provision, paragraph, word, section, or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

#### SECTION 13- CONFLICT

All other ordinances and parts of the ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

#### SECTION 14- EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

## **ARTICLE II – CONNECTION FEES, POLICIES, AND REQUIREMENTS**

### **SECTION 1 – GENERAL PROVISIONS**

#### **1.1 Administrative Authority**

The Director of Engineering Services (DES) is assigned the responsibility of administering all provisions of this Ordinance as related to construction of new utility infrastructure and shall exercise these responsibilities in accordance with the purpose and intent of this Ordinance in a fair and objective manner. The Public Utilities Director (PUD) is assigned the responsibility of administering all provisions of this Ordinance as related to the operation and maintenance of the County's utility systems and shall exercise these responsibilities in accordance with the purpose and intent of this Ordinance in a fair and objective manner. Both may exercise discretion when necessary to administer the provisions of this Ordinance fairly and responsibly.

#### **1.2 Intent of Regulation of Sewer Use**

- a. It is intended that this Ordinance include provisions for prohibiting the discharge by any wastewater customer into a public sanitary sewer of substances that may endanger the public health and safety or of unpolluted waters that do not require treatment and therefore reduce the effectiveness of the biological operations of the treatment facilities.
- b. It is further understood that the biological and chemical operations that can be designed for wastewater treatment do, by their scientific nature, limit the types of constituents in wastewater treatment that may be treated by facilities constructed and maintained within a reasonable cost to the public. Consequently, the County's treatment facilities into which the County system discharges are designed for the primary purpose of treating domestic wastewater in sufficient manner to protect public health. Certain industrial wastewater constituents and portable toilet waste can be treated without interference at the wastewater facilities, but only in a limited quantity or concentration. To ensure that discharges of industrial wastewater and portable toilet wastes into the public sanitary sewer are within such quantity and concentration limits, reasonable and adequate regulations are provided in this Ordinance.

#### **1.3 Applicability of Sewer Use Provisions**

All public sanitary sewer users shall comply with all applicable provisions of this Ordinance and shall further comply with applicable Federal, State, and local laws, Ordinances, and regulations, including EPA/DWQ

pretreatment standards, which are at that time in effect. In the event of a conflict, the more stringent requirement or higher standard shall apply. Violations of this document shall be subject to penalties as provided throughout this Ordinance.

#### 1.4 Special Agreements

No statement contained in this article shall be construed as preventing special agreement or special arrangement between the County and any customer or potential customer whereby an industrial waste of strength or character in excess of that defined as standard strength may be accepted by the County for treatment, subject to payment by the customer pursuant to the industrial waste treatment surcharge provisions of this article. However, no special agreement may be established except by authority of the Board of Commissioners, upon recommendation of the County Manager; and in no event shall any such agreement be entered into that would be in direct violation of any EPA/DWQ pretreatment standard.

### SECTION 2 - USE OF PUBLIC SEWERS

#### 2.1 Requirement of Sewer Use

- a. When the owner of a property under County jurisdiction, including an owner of a non-County sewer system, shall use such property in any manner that results in the generation of wastewater, such wastewater shall be discharged into a public sanitary sewer, subject to the provisions of Article I. The owner shall install at his expense a suitable building sewer or collecting sewer, as applicable, and shall install any other facilities necessary to connect the building sewer or collecting sewer to the public sewer at an access point provided by the County.
- b. Whenever a building sewer or collecting sewer connected to the public sanitary sewer becomes clogged, broken, out of order or detrimental to the use of the public sewer, the owner having charge of any building or premises through which the building sewer or collecting sewer collects wastewater shall, upon notification by the director, reconstruct, alter, clean, or repair the building sewer or collecting sewer as the condition of such may require within ten (10) days after receiving notification.
- c. The owner of real property shall, within six (6) months of date of notification, make application and connection to the public sanitary sewer in accordance with the provisions of this section and Section 4 of this Ordinance.

#### 2.2. Prohibition of Septic Tanks, Privies

The construction or use of any facility other than the public sanitary sewer for the treatment and/or disposal of wastewater in the County shall be prohibited except when the facility is constructed and/or used under a condition set forth below:

- a. The construction and use of a septic tank, or similar facility as determined by the DES and/or PUD, or duly authorized representative, may be permitted when it has been determined that premises cannot, at the time the facility is considered, be connected to a public sanitary sewer, and that there is reasonable expectation that a septic tank can function effectively in compliance with the provisions of this section. Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a septic tank permit from the County Health Department. The application for such permit shall be made on a form furnished by the Health Department, or duly authorized representative, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the County Health Department. A permit and inspection fee established by the County Health Department shall be paid at the time the application is filed. Approval for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the County Health Department. The County Health Department shall be allowed to inspect the work at any stage of construction. The type, capacities, location, and layout of a private wastewater disposal system shall comply with all recommendations of the North Carolina Division of Health Services and the North Carolina Division of Water Quality, or equivalent. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities that do not comply with the *Laws and Rules for Ground Absorption Sewage Treatment and Disposal Systems, Section .1900 of*

*the North Carolina Administrative Code*, or equivalent. The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the County.

- b. At such time, in the judgment of the DES and/or PUD, or duly authorized representative, the public sewer becomes available to property served by a private wastewater disposal system, a direct connection shall be made to the public sewer within six (6) months. Unusual or special circumstances, as determined by the Director, may result in a waiver of this requirement by the County.
- c. A facility for the treatment and/or disposal of non-domestic wastewater will be permitted when approved by EPA/DWQ, prior to any wastewater discharge, under the regulations and procedures of EPA/DWQ.

### **2.3 Discharge to Natural Outlets**

It shall be unlawful to discharge to any natural outlet, including storm sewers, within the County or in any area under the jurisdiction of the County any wastewater or other polluted waters or solids except where suitable treatment has been provided in accordance with requirements of EPA/DWQ.

### **2.4. Unsanitary Methods of Discharge**

It shall be unlawful for any person to place or discharge or to permit to be deposited in any unsanitary manner on public or private property within the County or in any area under the jurisdiction of the County, any human or animal excrement, solid waste, or other materials which is or may become hazardous, toxic, or injurious to public health or safety other than by methods approved by the County Health Department and/or the NCDENR.

## **SECTION 3 - CONNECTIONS AND SERVICE LINES**

As stated in Section 2.1, the intent of the County's sanitary sewer system is to require each generator of wastewater to discharge into a public sanitary sewer as soon as a sewer becomes available for connection.

### **3.1 Connection Required - Proximity to County Utility Line**

Connection shall be required, as described below, and shall apply to all developed and/or improved properties being within two hundred (200) feet of the road right-of-way, as defined in the *Utility Policy (AP-98001)* in Section 3.C, containing a water line or sewer collection line owned and/or operated by the County, and shall be provided for each and every single-family residential dwelling meeting the criteria described below, individually and separately (one connection for each single-family residential dwelling), unless applicable exceptions apply as described by this Ordinance.

### **3.2. Connection Fees**

All costs and expenses incident to the installation of facilities to connect a privately owned service line to the public sanitary sewer at the property line shall be borne by the owner through sewer service connection fees, including but not limited to, tap fee, capital recovery fee, capacity fee levied by the County. Sewer service connection fees shall be paid upon application for connection to the public sanitary sewer or as specified in Section 5 of this Ordinance.

### **3.3. Separate Connections Required**

A separate and independent service line shall be provided for every building; an exception, as described in Section 3.5.c, may be granted where one building stands at the rear of the same lot and it is not economically feasible for the County to construct a public sewer and access point to the rear of the building through an adjoining alley, court, yard, driveway or other access. In such event, the service line may be extended to the rear building and the whole considered as one (1) service line. However, separate wastewater service fees shall be charged to each building.

### **3.4. Methods of Sewer Connection**

- a. All connections to the County sanitary sewer system shall be made in accordance with provisions and requirements of the plumbing code and the County's sewer construction standard specifications. All such connections shall be made at access points prescribed and provided by the County; the applicant

is responsible for constructing the service line(s) in a manner necessary to ensure connection at such access point.

- b. If any connection exists between a service line and public sanitary sewer at a point other than the access point prescribed and provided by the County, the County may serve a notice upon the owner immediately upon discovery. The owner shall be subject to the provisions of this section; and if service is disconnected, the owner may receive access to a public sanitary sewer only by applying for and paying all applicable connection fees.

### 3.5. New Systems and Connections

- a. New sewer connection applicants who discharge non-domestic waste shall be required to have an approved sampling point prior to connection.
- b. All connections for sewers on private property shall be inspected by the County's Building Inspections Department before the trench is backfilled, whether the pipes have been installed within the building or not. Sewer pipes or main drains are not to be raised, lowered, or otherwise changed except under the authorization of the Building Inspections Department.
- c. The plumbing system of each new building and of new work installed in any existing building on premises abutting a street in which there is a sanitary sewer shall be separate from and independent of that of any other buildings and every building shall have an independent connection with a sanitary sewer where available, except as provided below:
  - (1) Exception. When one (1) building stands in the rear of another building on a common interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole be considered as one (1) building sewer.
  - (a) Exception. A common sewer connection will be permitted to serve more than one (1) building in the following categories:
    - (1) Apartments;
    - (2) Townhouse developments;
    - (3) Condominium developments;
    - (4) Planned unit developments;
    - (5) Hotels, motels;
    - (6) Hospitals;
    - (7) Warehouses, industrial buildings engaged in only one (1) business.
    - (8) Schools;
    - (9) Mobile home parks;
    - (10) Shopping centers;
    - (11) Churches;
    - (12) Other buildings under common management.
  - (b) A common sewer connection, including a private sewer collection system, will be permitted to serve the above categories of buildings meeting the following minimum requirements:
    - (1) The building or buildings to be served are in compliance with the County's zoning and Subdivision Ordinances.

- (2) The building permit and plat show a single owner or several owners with a common management agreement and indicates that the complex of buildings will be constructed on a single tract.
- (3) All sewer construction with easements shall be in accordance with County, State, and Federal standards and specifications; and all other sewer construction shall be in accordance with the North Carolina plumbing code. Any construction that requires only cleanouts to be installed shall be performed by a North Carolina licensed master plumber or a North Carolina licensed utility contractor. All construction requiring manholes shall be performed by a North Carolina licensed utility contractor. The owner(s) or management of such complexes shall remain the owner of said private sanitary sewer systems and be responsible for the operation and maintenance.
- (4) Should a building within such a complex be conveyed to a new owner without a common management contract, the County shall require a sewer connection from that building(s) to the County's sewer main.

### **3.6 Elevation of Sewer Connection**

All service lines shall be brought to the building at an elevation below the lowest floor level having sanitary facilities or in conformance with the plumbing code, whichever is more stringent. In all buildings in which any building drain is below a point which will permit a minimum average slope of the service line of at least one (1) foot per fifty (50) feet, wastewater carried by such building sewer shall be lifted by pumping units or other approved means and discharged through a service line having that minimum average slope. Costs of the pumping units, piping, operation, maintenance, and power shall be borne by the owner.

### **3.7 Backwater (Backflow) Device Requirement**

All plumbing fixtures or outlets connected to sanitary sewer that are located below the level of the top of the first upstream manhole shall be equipped with an approved backwater device, or building sewer shall be so equipped.

### **3.8 Prohibited Connections**

- a. No connections that will allow inflow to enter the County's wastewater collection system shall be permitted. Such prohibited connections shall include but not be limited to the connection of roof downspouts, exterior foundation drains, or other sources of stormwater or groundwater to a service line that is connected directly or indirectly to a public sanitary sewer.
- b. If any connection exists between a service line and public sanitary sewer that allows inflow to enter to the County's wastewater collection system, the County may serve a notice upon the owner immediately upon discovery. The owner shall be subject to the provisions of this section; the owner shall be responsible for removing all such connections, at their own expense, according to County specifications and may be subject to penalty.

### **3.9 Service Line Construction - Public Hazard**

All excavations for service line installation within the public rights-of-way shall be performed by County personnel or by a North Carolina licensed utility contractor and shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, plazas, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the County subject to the terms and conditions as specified by the County.

### **3.10 Preliminary Treatment Devices**

Where preliminary treatment, pretreatment, flow-equalizing facilities, or grease, oil, grit, and sand traps or other interceptors are provided for any wastewater, they shall be continuously maintained in satisfactory condition and effective operation by the owner at his expense.

- a. *Grease Removal.* Grease and oil traps or other interceptors shall be provided at the user's expense when such user operates an establishment preparing, processing, or serving food and/or food products. Grease interceptors may also be required in other industrial or commercial establishments when they are necessary for the proper handling of liquid wastes containing oil and/or grease in amounts of excess of fifty (50) mg/l, or for any flammable wastes. All such traps, tanks, chambers, or other interceptors shall be of a type and capacity approved by the County and shall be readily and easily accessible for cleaning and inspection. All such interceptors shall be serviced and emptied of the waste content as required, as frequently as thirty (30) days or as long as ninety (90) days, at the discretion of the County, in order to maintain their minimum design capability to intercept oils and greases from the wastewater discharged to the public sanitary sewer. The operation, maintenance, and repair of such equipment shall be at the sole expense of the owner. Failure to comply may result in the implementation of enforcement procedures.
    - (1) Waste removed from grease interceptors shall not be discharged into the public sanitary sewer. The owner shall be responsible for the sanitary disposal of such wastes.
    - (2) The user shall maintain written records of trap maintenance for at least two (2) years. The user shall send a copy of the invoice for trap cleaning or similar suitable record each time the trap is cleaned, to the Public Utilities Director or a duly authorized representative.
  - b. *Sand and Grit Removal.* Sand and grit traps or other interceptors shall be provided at the owner's expense when they are necessary for the proper handling and control of liquid wastes containing sand and grit in excessive amounts. All such interceptors shall be of a type and capacity approved by the County and shall be readily and easily accessible for cleaning and inspection. All such interceptors shall be serviced and emptied of their solids contents as required, but not less often than every thirty (30) days, in order to maintain their minimum design capability to intercept grit and sand prior to the discharge of waste waters to the public sanitary sewer. The operation, maintenance and repair of such equipment shall be at the sole expense of the owner. Failure to comply may result in the implementation of enforcement procedures.
    - (1) Wastes removed from sand and grit interceptors shall not be discharged into the public sanitary sewer. The owner shall be responsible for the sanitary disposal of such wastes.
    - (2) The user shall maintain written records of trap maintenance for at least two (2) years. The user shall send a copy of the invoice for trap cleaning or similar suitable record each time the trap is cleaned, to the Public Utilities Director or a duly authorized representative.
- 3.11. Unapproved Connections Prohibited**
- No person shall make connection to the County's sewer system without first submitting an application and obtaining approval in accordance with this Ordinance.
- 3.12. Connection to County Water System**
- a. Connection to the County's water system shall be required for all persons, groups, or corporations desiring to connect to County-owned and operated wastewater collection systems, if said water system is available and accessible. If requester is not currently connected to the County's water system at the time of application for connection to the County's wastewater collection system, said requester shall connect to the County's water system, at his or her expense, when available and accessible. Requester shall be subject to all connection fees associated with connection to the County's water and sewer systems accordingly prior to initiation of said services.
  - b. If water is not available or accessible, requester can be allowed to connect to the County's wastewater collection system. The requester shall be required to connect to the County's water system at the time it is available and accessible to the requester's property, subject to payment of all connection fees. The requester shall be required to pay rate (flat or otherwise) as approved by the Board of Commissioners.

## **SECTION 4 - REQUIRED CONNECTION**

### **4.1 Procedure**



- a. Notification by County. When a public sanitary sewer becomes available to a property served by a private wastewater disposal system, or when a public sanitary sewer becomes available to a non-County wastewater collection system, the County shall provide notification to the owner of such property. The notification shall include the following:
  - (1) A notice that the owner is required to make application and connection to the public sanitary sewer within twelve (12) months of the date of the notice, unless waiver is obtained pursuant to Section 2.2;
  - (2) A statement summarizing the applicable connection procedures as more fully described in Section 4.5 for private sewer systems, and subsection (c) of this section for all other owners;
  - (3) A statement summarizing the applicable one-time sewer charges and basic user charges, as more fully described in the fee schedule, which shall include a review of payment and billing options available to the owner;
  - (4) A statement summarizing the penalties for failure to comply with this section; and
  - (5) A statement summarizing the application procedures, as specified in subsection (b) of this section, for obtaining the required connections discussed in this Ordinance.
- b. Application Procedures for New Connections. Upon notification by the County that the public sanitary sewer is available to a residential or non-residential property, the owner must obtain a permit for connection to the public sanitary sewer. To obtain a permit for connection, the owner of such property shall make application for connection to the public sanitary sewer within twelve (12) months of notification as follows:
  - (1) If the owner of a residential or non-residential property is a resident of the County:
    - (a) The owner must apply to Brunswick County in Bolivia, NC.
    - (b) The owner must complete and sign all required documents and all required fees, as specified in Section G of this Ordinance, must be paid at the time application is made.
    - (c) All required fees must be paid prior to the issuance of any permits by the County's Building Inspections Department.
  - (2) If the owner of a residential or non-residential parcel resides outside the County, and/or a contractor, developer, or other party will be obtaining a permit on behalf of the owner, the following application procedures shall be required:
    - (a) Upon payment of all required fees, the contractor, developer, or other party may obtain a permit on behalf of the owner.
    - (b) The contractor, developer, or other party shall provide the mailing address of the owner so that all required documents may be mailed directly to the owner for completion. A service fee set from time to time may be charged to cover the cost of mailing the documents.
    - (c) The owner must complete, sign and have notarized all required documents and return the documents to Brunswick County in Bolivia, NC, within thirty (30) days from the date of notification by the County.
    - (d) At the time Building Inspections requires a clean-out inspection of the sewer system for the residential or non-residential property, in order to issue a Certificate of Occupancy (CO), the inspection will not be approved nor the Certificate of Occupancy (CO) issued until such time as the owner submits all documents and payment for all applicable fees and charges to Brunswick County.
  - (3) The owner shall be responsible for all fees until such time as notification of change in ownership of the property is made to the County. Upon notification of a change in ownership, a new

application for service shall be made by the new owner in accordance with subsections b(1) and b(2) of this section.

- (4) If a residential or non-residential property is located in a part of the County where the public sanitary sewer is not yet available to the property, all applicable fees associated with the treatment plant capacity, if applicable, must be paid prior to issuance of any permit by the Building Inspections Department. The owner's application is not required for payment of the treatment plant capacity fee; however, the owner's application will be required when the public sanitary sewer is available to the property and all other fees become due.

c. Application Procedures for Changes in Service. The owner must notify the County of the following:

- (1) Change in ownership;
- (2) Request for change in billing methods;
- (3) Transfer of ownership between properties within the County; and
- (4) Request for termination of service.

The owner may notify the County in person or by telephone of any changes in service. If notification is made by telephone, the County will mail all required documents to the owner for completion and required signatures. If applicable, an administrative fee set from time to time will be applied to the owner's account. If fees, other than the administrative fee, are required in accordance with Section 5 of this Ordinance, the owner must complete and sign all required documents and all required fees paid as specified in subsection (b) of this section.

d. Installation of the connection. Most connections to the public sanitary sewer will require the construction and addition of a service line, a connection (tap) and a cleanout. The responsibilities for provision of these elements are separately discussed below and further requirements are stated in Section C of this Ordinance.

- (1) Service line. The owner is solely responsible for constructing the service line that connects each building to the public sanitary sewer.
- (2) Connection (tap). Upon the owner's payment of a sewer service connection fee pursuant to the fee schedule, the County will provide a tap that will provide the owner's service line access to the sewer lateral.
- (3) Water Connection. Connection to County water system, when available, shall be required prior to obtaining sewer service. Whenever the Director determines that the County or other public water service provider is available to a property requesting a sewer service, connection to the applicable water system shall be required prior to approval of sewer connection.
- (4) Water Meter. Except in cases where the owner is eligible for flat rate billing (if available), a meter must be installed to measure the owner's water usage. For owners of residential property, except residential property classified as new development, electing the metered option, the County shall furnish and install one (1) meter per property. If a meter is provided by another utility service (i.e. water) the County shall read the existing meter for billing purposes. Owners of residential property classified as new development electing the metered option, all commercial and industrial properties, and all other owners shall pay the cost of meter installation specified in Section 5. The County will neither install, read, nor bill for individual meters in a townhouse subdivision, multifamily project or other collection of attached dwelling units, which are not individually owned and individually metered by the utility providing other service (i.e. water). However, any owner may install one or more master meters for sewer billing purposes. The type, location, method of installation, and brand of meters must be approved by the County prior to installation.
- (5) Sewage Meter. In certain cases the County may require the owner to install and pay for a sewage meter in lieu of a water meter; such installation shall be in accordance with plans and specifications approved by the County.

- (6) *Metal Cleanout Boxes Required*. All sewer cleanouts on public and/or private property shall be protected with a cast iron cleanout box for commercial and industrial sewer customers, when applicable. The cleanout stack shall include threaded cleanout cap, or other approved device, under the cast iron cleanout box; however, in lieu of a metal cleanout box, a twelve (12) inch, square concrete pad around the cleanout, with a recessed plug, may be used.
- e. *Voluntary requests* for connections to the County's sewer system may arise in several situations: request for County acceptance of a previously constructed sewer system in the County; request for County approval and acceptance of a newly created sewer system in the County; or a developer's construction in the County's sewer jurisdiction of an extension connecting his system to the County's system. The first two cases involve situations in which the private system is presumably adjacent to the County's existing system; the last case anticipates an applicant's desire to extend sewer service to an area covered by the County's Master Plan in advance of the County's construction time frame. In all cases, however, the application procedures for County acceptance of a private sewer system remain the same. Consequently, acceptance procedures for all sewer systems are described in Section 4.1, while specific additional requirements for extensions are described in Section 4.4.

Development located outside the proximity of the County's sewer system, as described in *Appendix 1*, may desire to connect to the County's sewer transmission/collection system. Such extensions can be approved by the County on a voluntary basis and shall be installed in accordance with the County's construction standard specifications and details.

- f. *Tracts of land adjacent to or spanning the limits* of the active construction phase of the County sewer plan may receive service through the County provided adequate capacity in the County system and treatment facility is available. Such connection required to provide the service will be temporary. The proposed collection system will be designed to permanently tie into the County system at a future date. All costs of the proposed collection systems and connections to the County systems will be at the expense of the developer. "Adjacent" is defined as a parcel or tract of land within the distance described in *Appendix 1* and shall be within the distance described to a right-of-way containing sewer collection/transmission system owned and operated, or operated on behalf of, the County.

If the proposed development is within the proximity of the County's sewer transmission/collection system, as described in *Appendix 1*, and a County-owned and operated sewer transmission and/or collection main is scheduled to be constructed within a three (3) year period, the developer may post a performance bond with the County in an amount necessary to engineer and construct the system required to connect the development with the County's sewer system in accordance with the County's sewer construction standard specifications and details, in lieu of constructing said connection prior to the County's sewer system being available.

- g. *Reimbursement Agreement for Developers* requesting to extend sewer transmission mains to be connected to the County's sewer system can be approved by the Board of Commissioners. A developer of land within the prescribed distance of a County sewer/wastewater collection system outlined in *Appendix 1* shall be responsible for all engineering and construction costs associated with the transmission line installation from the development site to the closest point of connection to the County's system. The closest point of connection to the County's system shall be determined by the Public Utilities Director. Upon completion of construction of the line, said line shall be dedicated to the County for operation and maintenance. The developer or a coalition of developers that incur the costs for the construction of the transmission shall be eligible for reimbursement up to but not exceeding one hundred percent (100%) of the costs associated with construction of the line for a period of ten (10) years in the following manner:

- (1) The County's minimum standard pipe size for sewer transmission lines shall be eight (8) inches. Whenever the County's minimum requirement for an eight-inch transmission line exceeds the size line required to serve the applicant's specific property, the applicant/developer shall construct the size line designated on the County's Wastewater Master Plan. In cases in which a sewer transmission line is not designated on the Master Plan, the size shall be determined by an engineering study prepared by the developer, or as required and approved by the Public Utilities Director. When sound engineering demonstrates the proposed new development(s) or project(s) requires a sewer transmission line greater than eight (8) inches (nominal diameter) then that size

becomes the minimum pipe size by which the agreement is based unless a larger size is required by the County Public Utilities Director.

- (2) The developer's engineer shall designate on the development engineering plans the sewer transmission line to be constructed through the reimbursement policy.
- (3) All transmission line reimbursement agreements must be submitted to and approved by the Board of Commissioners prior to the construction of the improvements. To initiate a sewer transmission line reimbursement agreement the developer shall complete the **Application for Sewer Transmission Line Agreement form (Appendix 2)**.
- (4) The developer or his designee shall comply with all applicable provisions of the North Carolina General Statutes regulating public contracts. Primarily, this involves the North Carolina General Statute 143-129 "Formal Bidding Procedure" or NCGS 143-131 "Informal Bidding Procedure" whichever shall apply based upon the total cost of the sewer transmission line constructed as part of a Reimbursement Agreement.
- (5) The bid shall include unit prices for the actual line size to be constructed as a part of the reimbursement. The developer or his designee shall provide copies of all bid proposals received, a copy of the executed contract between the developer and the selected contractor, and a bid tabulation which is signed and sealed by a professional engineer registered in the State of North Carolina certifying the bids received and the award of the contract in accordance with this policy. The County Public Utilities Director and/or the County Manager will determine if the bid is reasonable and acceptable.
- (6) The selected contractor shall be properly licensed to perform the water or sewer line construction. The County Public Utilities Director or the County Manager will determine if the bid is reasonable and acceptable.
- (7) The developer or his designee shall submit an **Application for Sewer Transmission Line Reimbursement (Appendix 3)**, including the construction quantities. The Application shall be signed and sealed by a professional engineer registered in the State of North Carolina and shall designate to whom the reimbursement should be payable including the applicable address.
- (8) The developer or his designee shall provide a Certified Tax Statement from the contractor for the sewer transmission line as part of the reimbursement request.
- (9) The Application for Reimbursement shall be submitted to the County Engineering Department for review prior to being approved by the Board of Commissioners.
- (10) All sewer transmission lines extended under the provisions of this policy shall be installed and constructed in accordance with the approved plans, specifications, and other requirements of the County. Upon completion of the construction of main by the developer and acceptance of the sewer force main by Brunswick County, the sewer force main shall become the property of Brunswick County.
- (11) The maximum term of the reimbursement contract shall not exceed ten (10) years from the date of the agreement. No reimbursement shall be made after the ten-year term or after the developer or coalition of developers has recovered all eligible reimbursement cost of the sewer transmission line extension, whichever occurs first. The term of any reimbursement agreement shall run from the execution of the agreement by all parties until the County's obligation for reimbursement has been met. The agreement may be terminated (at any time) by unanimous consent of all parties.
- (12) Costs eligible for reimbursement under this policy shall include the construction of all off-site sewer transmission lines of a regional nature as determined by the Public Utilities Director and/or the County Manager. No costs associated with engineering design, permitting, bidding, or construction oversight shall be eligible for reimbursement.
- (13) All reimbursement agreements shall be two-party agreements between Brunswick County and a developer or coalition of developers and shall be approved by the Board of Commissioners prior to construction of the wastewater facilities.

- (14) There is hereby established a Sewer Transmission Capital Recovery Fee that shall be \$1,000.00 per REU. The Sewer Transmission Capital Recovery Fee may be amended from time to time by the Board of Commissioners. Said fee shall be collected by the County from developers that connect to a sewer transmission line constructed by another developer or a transmission line constructed by the County. The Sewer Transmission Capital Recovery Fee must be paid by the developer or property owner at the time of application for sewer service and shall be based on Residential Equivalent Units (REU's). Individual property owners connecting directly to the transmission line will also be subject to the Sewer Transmission Capital Recovery Fee. Individuals shall pay the Sewer Transmission Capital Recovery Fee when they apply for sewer service. Said fee shall be in addition to the Sewer Capital Recovery Fee, Sewer Tap Fee, and any other fees associated with connection to the County's sewer system.
  - (15) Reimbursements paid to the developer would come from the Sewer Transmission Capital Recovery Fees paid by other subsequent developing properties within the service area benefiting from the transmission line to include individuals or individual properties. Sewer Transmission Capital Recovery Fees collected by the County that exceed the documented initial construction cost of a particular transmission line shall be retained by the County and used for sewer system upgrades, expansions, and payment of debt service. Reimbursements paid to the developer shall not exceed the total amount of Sewer Transmission Capital Recovery Fees collected for that project.
  - (16) A developer that is required to construct a sewer transmission line to serve a development must pay the Sewer Transmission Capital Recovery Fee.
  - (17) The reimbursement payments shall be made annually on or before 31 January of each year (not to exceed ten (10) years from the time of approval by the Board of Commissioners) from the Sewer Transmission Capital Recovery Fees collected from developers and individuals for connection to a particular transmission line.
- h. Expansion of the County's sewer transmission/collection system shall be done in accordance with the County's Master Plan and/or 201 Facilities Plan and shall be contingent upon available funding. The requirement to extend a sewer transmission line to connect a new development project, commercial or residential to the County's sewer system shall not be avoided or circumvented by one or more property owners by subdividing a tract of land or change in ownership. A tract or parcel of land shall be evaluated based on the total development potential of the tract using a conservative factor of 2.7 units per acre as it existed on **December 1, 2003**. The total acreage of a tract as of **December 1, 2003** will be used to determine the requirement to extend the transmission line in accordance with Appendix 1. (Example: If the owner of a 100-acre tract of land subdivides the tract into five 20 acre tracts and sells the subdivided parcels to five different developers to develop smaller residential subdivisions, the developer of the first 20-acre tract would be required to extend the sewer transmission line based on the size of the tract before being subdivided) the total acreage shall not be adjusted for delineated wetlands existing on a tract. The approval of a development project site plan to be constructed in multiple phases shall not eliminate the obligation or requirement of the owner/developer of a tract of land to construct a transmission line to connect a proposed development to the County's sewer system.

#### 4.2 Sewer Construction Requirements

- a. Required Sewer Improvements in Subdivisions
- (1) All subdivisions in the County that receive approval after September 1, 2002, shall be required to install a sewage collection system that shall be designed and built in accordance with the provisions of Article I, EPA/DWQ requirements as stated in Section 2.2.c, shall meet or exceed the County construction standard specifications and such provisions of the Brunswick County Subdivision Ordinance as may be applicable.
  - (2) A subdivision may be granted an exemption upon the review and approval of the Director of Engineering Services provided the following conditions are met:

The subdivision is neither in an existing sewer area nor in an area planned to be sewer in accordance with the County's Master Plan.

- (3) Extensions to County's Sewer System. All extensions to connect to the County's sewer system shall be designed with maximum use of gravity flow pipeline facilities wherever feasible. In any case where sewer service is required and a choice exists for pumped service versus gravity service, then gravity service shall be constructed unless proven otherwise infeasible by the developer/owner or the developer/owner's engineer to the satisfaction of the County.

All pump stations installed to serve one (1) or two (2) individual, single-family units or one (1) single, individual commercial or industrial sewer customer shall be constructed, operated and maintained by that sewer customer. All pumped systems shall require an agreement with the property owners (i.e., property owner's association or individually) for a private contractor to operate and maintain the individual pumping facilities providing each lot or unit sewer service. The County shall not own or operate these types of facilities.

- (4) Dry Sewer Requirement. All new development and/or projects proposed in areas where County sewer is not currently available but is scheduled to be installed within three (3) years of completion of the development and/or project shall be required to install "dry" sewer infrastructure. The sewer infrastructure, including, but not limited to, mains, service taps, clean-outs, pumping stations, manholes, etc., shall be constructed in accordance with the County's sewer construction standard specifications and shall be approved by the County and the State prior to construction.
- (5) Reuse Requirement. All new golf course developments requiring the use of water to maintain their property or existing golf course developments constructing a wastewater collection system to be connected to the County's wastewater collection/transmission system shall be required to install a reuse system (also referred to as "purple pipe" or "gray water lines") for disposal of treated wastewater effluent on the golf course(s) meeting or exceeding State and Federal requirements for such use. The requirement shall be subject to the following criteria:
- (a) The availability of County reuse water distribution/transmission lines in the area of the development and/or project.
  - (b) Availability of sufficient open space for disposal of treated effluent on the golf course or other allowable uses within the development.
  - (c) The use of groundwater shall be prohibited for golf courses if the County's reuse system is available.
- (6) Calculation of Sewer Usage. The County shall use and require others to use the "*Wastewater Flow Rate*" table found in *15A NCAC 2H .0200 – Waste Not Discharged to Surface Waters*, or an equivalent document approved for use by the State of North Carolina, for calculating and estimating the sewer requirement for all applicable facilities and/or developments.
- b. Non-County Sewers; Interim Arrangements. If the private sewer system operator uses a package treatment plant to provide interim treatment, the plant will be operated and maintained by the County. The developer/owner shall provide a five (5) year performance bond set from time to time to ensure proper operation and maintenance. The County shall have the right to use the bond funds to operate, repair, and/or maintain the system if the County determines that the plant requires additional repair and maintenance as a result of poor plant performance or incorrect plant design. When the County system is available, the collection system will be separated from the plant and the plant will be removed according to the agreement between the County and the developer/owner within six (6) months of the County's written notification. This part is only applicable if the development or project is located within the County's current Master Planning area or 201 Facilities Planning area.
  - c. Use of Septic Systems; Interim Arrangements. If County sewer is not available to the development or project, but is scheduled to be available according to the County's Master Plan, the developer may choose to use septic tanks or some approved variation thereof. These systems shall be approved and constructed in accordance with the County Health Department and all other applicable regulatory agencies. The owner/developer shall connect all septic tank systems to the public sewer system, at his expense, once public sewer is made available by the County.

### 4.3 Acceptance Procedures for All Sewer Systems

- a. Written application shall be made to the County by the owner who intends to construct sewer improvements in the County's sewer jurisdiction after **September 1, 2002**; offer previously constructed sewer improvements in the district for county acceptance; or construct an extension in the district connecting his sewer system to the County system. All such applications and all such sewer improvements constructed and connected to the County's sewer system shall be subject to the following requirements:
  - (1) All sewer systems shall be designed and constructed in conformance with the County construction standard specifications.
  - (2) The applicant shall employ a North Carolina registered engineer at its expense to prepare plans for the proposed sewer improvements.
  - (3) The completed plans and specifications shall be submitted to the County for review and approval prior to submittal to other agencies. Approval of plans and specifications by the County does not relieve the applicant from obtaining any and all approvals necessary for the construction of the sewer project.
  - (4) The County shall have the authority to release plans and specifications approved by the Engineering Services Department to the State of North Carolina (DWQ) for approval. By the adoption of this section, the County authorizes the Director of Engineering Services to approve final, record drawings ("as-built") and accept sewer systems, utility easements, rights-of-way, and other elements as offered. Applications to other agencies shall be submitted in the name of the Brunswick County. All application fees and other applicable fees shall be paid by the applicant.
  - (5) The applicant shall engage a North Carolina licensed utility contractor, acceptable to the County, to construct the proposed sewer mains and appurtenances.
  - (6) The County shall, from time to time, observe the installation and construction of sewer mains and associated appurtenances as required. Prior to placing sewer infrastructure and related equipment in service, the applicant shall satisfy the County that the sewer mains and appurtenances were built in accordance with the approved plans and specifications. The applicant's engineer shall certify, in writing, that inflow and infiltration rates are within the limitations required in the specifications.
  - (7) The applicant's engineer shall modify the original approved drawings as necessary to provide accurate reproducible record drawings ("as-built") to the County upon completion of construction of the sewer lines.
  - (8) Through appropriate legal documents such as deeds, lien waivers, and recorded plats, the applicant shall offer to dedicate to the County all sewer infrastructure and related equipment and all easements, rights-of-way, or fee simple parcels on which the sewer infrastructure and related equipment may be located. When applicable, encroachment agreements must be obtained from public authorities prior to the commencement of construction. Minimum easement width shall be twenty (20) feet unless the Director of Engineering Services determines that exceptional topographic characteristics justify a greater width.
  - (9) If any sewer improvements have been constructed within one (1) year of application, the applicant shall provide the County a notarized certification of payment of all contractors.
  - (10) The applicant shall indemnify the County for any damages or injury to property by reason of the sewer system or its construction, maintenance, or repair.
  - (11) No construction of any sewer improvements shall be initiated until approvals have been granted by the County and all other appropriate agencies.

- (12) Any developments to which or in which the sewer system is to be extended must be approved by the County and by the State of North Carolina.
- (13) The County must have sufficient treatment capacity, without affecting prior commitments, in the treatment plant that will receive the wastewater.
- (14) The minimum size gravity collection sewer line will be eight (8) inches inside diameter, unless deemed otherwise by the Director of Engineering Services.
- (15) If the applicant is seeking to connect a private collection system which existed prior to the County's sewer collection system, subsections (a)(1), (2), (3), (5), (6) and (7) of this section shall apply only in respect to the construction of the connection from the applicant's system to the County's system. All other requirements of this section shall apply in their entirety, and the following additional information shall be submitted:
  - (a) Reproducible original plans depicting the "as-built" system.
  - (b) Dates of construction.
  - (c) Construction materials.
  - (d) Total value of assets.
- b. No provisions in this section shall be construed to obligate the County to accept any system or parts of a system. The County may reject any system or parts of a system that fails to comply with the requirements of this section and/or with the County's construction standard specifications.

#### **4.4 Additional Acceptance Procedures for Sewer Extensions**

In addition to satisfying the requirements of Section 3.5 for its sewer system, an applicant for sewer extensions shall be subject to the following additional provisions:

- a. At the request of the applicant, and as time allows, the County shall provide manpower to acquire rights-of-way at all of the applicant's sewer line locations that coincide with the County sewer jurisdiction and Master Plan. Prior to purchase of the rights-of-way, the applicant shall pay all costs associated with the acquisition, including personnel, legal, and property owner compensation costs, etc.
- b. The applicant shall pay all costs involved in constructing the extension, including but not limited to trunk sewer lines, force mains, sewer laterals, and right-of-way acquisitions.
- c. When sufficient County funds are available, the County may require the applicant to construct a proposed trunk extension, sewer laterals, force main extension, pump station, outfall extension, treatment plant, or other improvement at a size greater than otherwise required by County minimum requirements. In such cases, the County shall reimburse the applicant for the installation cost difference between the facilities required by the County and the otherwise applicable minimum requirements. County reimbursement shall be by one (1) of the following methods, at the option of the County:
  - (1) Cash payment to the applicant, with payment occurring on the date that the improvement was scheduled to be constructed by the County; or
  - (2) In the case of outfall extensions, or collection lines with excess capacity, assignment by the County to the applicant of the County's rights to future sewer connection fees from adjoining property owners served by applicant's oversized sewer improvements.



- d. Upon request by the applicant and where practical and legal, an extension may be included in the County's construction as a change order. In such cases, the applicant shall pay the County for all acquisition, design, and construction costs prior to the commencement of construction.
- e. The County will design and construct sewer lines as part of the Master Plan for all habitable structures which are occupied on the date that the design field survey is completed in that particular area; provided that the Director of Engineering Services may waive service to some structures as provided by Section 2.2.
- f. Service lines for structures occupied after the date described in Section 2 shall be constructed at the applicant's cost in accordance with Section 3.2.
- g. The applicant shall submit any required special agreements for sewer extensions to the County Attorney for approval. Any permit to make any such extension or connection shall not be transferable and shall be limited to the time stated in the permit.

#### **4.5. Obtaining Building Permit Prior to Certification**

- a. If a developer or builder desires to obtain a building permit prior to certification of the sewer system by the Engineer, he must furnish a surety bond set from time to time, cash deposit or letter of credit for each unit. Upon furnishing bond, application for sewer service may be obtained not more than sixty (60) days prior to certification of sewer system.
- b. If multiple units are being constructed, however, the total bond may be reduced by either of the following means:
  - (1) If a developer or builder desires to obtain building permits for more than five (5) units prior to certification of the sewer, the developer or builder need submit no more than a surety bond, cash deposit, or letter of credit.
  - (2) If the developer or builder has already posted a bond for construction of the sewer system with a new subdivision, and if that bond also includes language satisfactory to the County to cover the sewer certification bonding requirement for all developers or builders seeking building permits within that subdivision as allowed by this section, separate sewer certification bonds shall not be required by the County for that subdivision

### **SECTION 5 - FEE SCHEDULE**

#### **5.1 Purpose**

It is the purpose of this chapter to provide for the recovery of costs from users of the County's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be set forth the County's schedule of charges and fees.

#### **5.2. User Charges**

A user charge shall be levied on all users including, but not limited to, persons, firms, corporations, or governmental entities that discharge, cause, or permit the discharge of sewage into the POTW.

- a. The user charge shall reflect at least the cost of debt service, operation, and maintenance (including replacement) of the POTW.
- b. Each user shall pay its proportionate cost based on volume of flow.
- c. The County Manager, or duly authorized representative, shall review annually the sewage contributions of users, the total costs of debt service, operation and maintenance of the POTW, and will make recommendations to the County Commissioners for adjustments in the schedule of charges and fees as necessary.
- d. Charges for flow to the POTW not directly attributable to the users shall be distributed among all users of the POTW based upon the volume of flow of the users.

### 5.3 Surcharges

All industrial users of the POTW are subject to industrial waste surcharges on discharges which exceed the following levels:

BOD	250	mg/l
TSS	250	mg/l
NH3-N	30	mg/l
Oil & Grease	100	mg/l

The amount of surcharge will be based upon the mass emission rate (in pounds per day) discharged above the levels listed above. The amount charged per pound of excess will be set forth in the schedule of charges and fees.

- a. The volume of flow used in determining the total discharge of wastewater for payment of user charges and surcharges shall be based on the following:
  - (1) Metered water consumption as shown in the records of meter readings maintained by the County; or
  - (2) If required by the County or at the individual dischargers option, other flow monitoring devices that measure the actual volume of wastewater discharged to the sewer. Such devices shall be accessible and safely located, and the measuring system shall be installed in accordance with plans approved by the County. The metering system shall be installed and maintained at the users expense according to arrangements that may be made with the County.
  - (3) Where any user procures all or part of his water supply from sources other than the County, the user shall install and maintain at his own expense a flow measuring device of a type approved by the County.
- b. The character and concentration of the constituents of the wastewater used in determining surcharges shall be determined by samples collected and analyzed by the County. Samples shall be collected in such a manner as to be representative of the actual discharge and shall be analyzed using procedures set forth in **40 CFR Part 136**.
- c. The determination of the character and concentration of the constituents of the wastewater discharge by the POTW Director/Superintendent or his duly appointed representatives shall be binding as a basis for charges.

### 5.4 Billing Procedures

- a. Owner of Property to be Customer of County. Notwithstanding any language to the contrary appearing elsewhere in this Ordinance, the owner of real property being served by the public sanitary sewer shall be the customer of the County for the purpose of billing the basic user charges for such service. If the owner resides within the County, the account shall be placed in the owner's name and mailed to the owner's primary residence. If the owner resides outside the County, the account may be mailed to the property being served.
- b. Billing Periods. The County shall bill the basic user charges for sewer service either monthly or bimonthly. While the number of days in a billing period may vary, there shall only be six (6) or twelve (12) billings per calendar year.
- c. Billing Start Date for New Development. A customer's billing period begins on the date of the issuance of the Certificate of Occupancy by the Building Inspections Department of the County.
- d. Change of Ownership. The owner, as customer, of property served by the public sanitary sewer is responsible for all basic user charges incurred on their account until the County is notified of a change in ownership. Upon notification, the new owner of the property becomes the customer of the County.

and is responsible for all basic user charges incurred as of the later of the closing date of the sale or the date of notification by the owners.

- e. Multifamily Parcels. Each unit of a multifamily parcel, when each dwelling unit comprising the multifamily parcel is individually owned, will be treated as a single-family unit; and each unit will be responsible for all applicable charges, fees, and penalties pursuant to Section 5.2.
- f. Notification of Rate Changes. All sewer customers shall be notified of changes in the sewer rate schedule either by direct mail or by printing said changes on the monthly or bimonthly billing notice, or both.

### 5.5 One-Time Sewer Charges

- a. Sewer Service Connection Fees (tap fees). Sewer service connection fees (tap fees) shall be charged to cover the cost of providing a tap to the sewer lateral. Tap fees shall be in the amounts as established by the Board of Commissioners:
  - (1) An owner may have tap installed by a North Carolina licensed utility contractor, provided he:
    - (a) Requests approval at the time of making application for connection to the public sanitary sewer.
    - (b) Gives five (5) days notice to the County of the date the tap is to be made.
    - (c) Constructs the tap with materials specified by the County and installed by a North Carolina licensed utility contractor.
    - (d) Arranges for the presence of a County representative when the tap is made.
    - (e) Pays the tap fee according to the fee schedule, with the understanding that the County will refund the tap fee, less an administration/inspection fee, upon the owner's completion of the tap in an improved manner.
  - (2) During construction of the public sanitary sewer, the owner of an undeveloped residential or non-residential property may obtain a tap at the same rate as developed residential and non-residential property provided the following conditions are met:
    - (a) The property must be adjacent and contiguous to or must front upon a proposed County sewer line.
    - (b) The property owner must request in writing that a tap be placed on the undeveloped property.
  - (3) If a developer, as owner, installs the tap to the public sanitary sewer for the development, the developer or subsequent owner of each property in the development will only incur applicable fees.
  - (4) Rental property or property on the market for sale may be connected to the public sanitary sewer at the cleanout only by a licensed plumber.
- b. Capital Recovery Fee. All new development and non-residential development obtaining a certificate of occupancy shall pay this fee specified in Section 5.8, based on average daily flow. Swimming pools will be exempt from the treatment plant capacity fee. Average daily flow for the purposes of these fees shall be determined as follows:
  - (1) Residential Unit. For a residential unit, see Section 5.8.
  - (2) Non-Residential Unit. For a non-residential unit, flow criteria as recommended by the North Carolina Division of Water Quality, or equivalent, for sewer system requirements. If a flow is not specified by the NC Division of Water Quality, or equivalent, for a particular usage, the flow shall be based on water usage of similar facilities as determined by the County.

- (3) Non-Residential Unit (industrial wastewater). Industries that generate industrial wastewater, have a National Pollutant Discharge Elimination System (NPDES) permit, and maintain a wastewater treatment facility with capacity sufficient to cover the average daily wastewater flow may be exempted from this fee by the Board of Commissioners based on these and other criteria. This section does not exempt any non-process domestic wastewater. When the County's wastewater system becomes available to a non-residential unit having industrial wastewater, this fee shall be paid prior to connection.

## 5.6 Basic User Charges

- (a) Established. Basic user charges (user fees) shall be as established in Section 5.8. The charges and fees developed in accordance with the provisions of this section.
- (b) Flat Rate Option for Residential Property. The owner of residential property occupied with only one (1) structure served by a sewer line, that does not have access or is not available to a public water supply, may pay a flat monthly or bimonthly (whichever may be in affect) rate in lieu of metered rates. If the owner initially chooses a flat rate, the owner may change to a metered rate at any time; however, the owner is allowed to change one and only one time from the initial application. The owner must pay an administration/inspection fee set from time to time and the cost of installation of meters, if applicable per Section 5. If a meter does not function properly due to the owner's water quality (i.e. sand, oil, grease, etc.) and the meter has been replaced twice, the County may remove the meter and charge the flat rate.
- (c) Metered Rate Option for All Other Property. All residential property owners not eligible for the flat rate option, all commercial and industrial properties, and all other properties shall be charged based on metered rates. Metered rates shall be either residential or non-residential rates. The owner shall pay an administration/inspection fee set from time to time. If a meter does not function properly due to the owner's water quality (i.e. sand, oil, grease, etc.) and the meter has been replaced twice, the County may remove the meter and charge the flat rate.

## 5.7 Extra-Strength Wastewater Surcharges

- (a) Standard-strength wastewater shall be defined as that wastewater having a maximum BOD<sup>5</sup>, COD, suspended solids and ammonia nitrogen concentration as referenced in the rate schedule currently in force.
- (b) Industrial wastewater surcharges shall be assessed to any industrial users discharging wastewater, including constituents, at a concentration exceeding any of the limits established in this Ordinance. The surcharge rate shall be as set forth in Section 5.

## 5.8 Specific Fees

- a. Sewer Service Connection Fees (tap fees).
- (1) Whenever the County constructs sewer collection lines into a new service area, all development is required to connect to the sewer within twelve (12) months of the initial availability of the sewer system. During the twelve (12) month period the residential and non-residential tap fees shall be as follows for a lot on which is situated a structure requiring waste disposal:
- (a) For four (4) inch and six (6) inch taps, installation cost shall be as set from time to time and contained in the County's fee schedule as adopted by the Board of Commissioners.
- Provided, however, a vacant lot for which a sewer tap is installed shall pay the above-referenced tap fees regardless whether application is made within the initial twelve (12) months of sewer availability.
- (b) For eight (8) inch and larger, installation cost shall be estimated by the County and paid at time of application. Taps for eight-inch and larger only include the actual connection to the collection system.

- (2) All development shall pay tap fees set from time to time as adopted by the Board of Commissioners, except development that complies with either subsection a(1) in this section or Section 5.
- b. Basic User Charges (user fees). User fees consist of the sum of a fixed fee plus gallonage rate as set from time to time and adopted by the Board of Commissioners contained in a schedule of rates and fees.
  - c. Availability of Service Fee (AV). This fee shall be charged to all customers available and accessible to the County's sewer collection system. For collection systems installed in developments where dwelling structures existed prior to the construction of the sewer system, this fee shall be charged to all applicable properties deemed accessible and available to the County's sewer collection system twelve (12) months from the date the sewer system is made available for use, or upon initiation of service, whichever is less.
  - d. Cost of Installation of Meters. The cost of installation of meters shall be as set from time to time by the Board of Commissioners and contained in a schedule of rates and fees .
  - e. Capital Recovery Fee. This fee shall be as set from time to time by the Board of Commissioners and contained in a schedule of rates and fees. This fee will be determined as specified in Section G.2b; however, the minimum fee will not apply in the following circumstances:
    - (1) Building permits for new development where there is no plumbing in the entire structure. If plumbing is added later, the fee for new development will apply.
  - f. Other Charges.
    - (1) Administration/Inspection Fees. An administration/inspection fee shall be as set from time to time by the Board of Commissioners and contained in a schedule of rates and fees. The fee is applicable in the following specific situations (not all inclusive):
      - (a) Change in billing options (i.e. flat rate or metered rate).
      - (b) Installation of tap by owner as described in Section 5.
      - (c) Service call to test meter accuracy and meter is found to be accurate.
      - (d) Discontinue service as described in Section 4.
    - (2) Industrial application fee. The industrial application fee shall be the current County fee.
    - (3) Cancellation penalty. The cancellation penalty shall be twenty percent (20%) of all applicable fees paid, with a minimum penalty set from time to time by the Board of Commissioners and contained in a schedule of rates and fees.

## 5.9 Pretreatment Program Administration Charges

The schedule of charges and fees adopted by the County may include charges and fees for:

- a. Reimbursement of costs of setting up and operating the Pretreatment Program;
- b. Monitoring, inspections, and surveillance procedures;
- c. Reviewing slug control plans, including accidental and/or slug load discharge procedures and construction plans and specifications;
- d. Permitting;
- e. Other fees as the County may deem necessary to carry out the requirements of the Pretreatment Program.

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**ECONOMIC DEVELOPMENT COMMISSION**

<b><u>Board Member</u></b>	<b><u>Appt. Date</u></b>	<b><u>Term</u></b>	<b><u>District</u></b>	<b><u>Exp. Date</u></b>
Dianne F. McRainey	03/10	3	1	03/01/2013
Dwight Willis	02/12	3	2	03/01/2015
Smith Patrick	03/11	3	3	03/01/2014
King, Ralph	03/11	3	4	03/01/2014
James McKoy	03/12	3	5	03/01/2015
Eli Smith	03/08	3	1	03/01/2014
Bill Kirby	03/11	3	2	03/01/2014
Stephen Dragos	03/10	3	3	03/01/2013
Donald Ray Long	03/10	3	4	03/01/2013
Jeremy Phillips	12/10	3	5	03/01/2013
Michael Reaves	02/12	3	At Large	03/01/2015
Don Hughes	01/11	3	At-Large	03/01/2014
Tom Adams	02/12	3	At-Large	03/01/2015

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**EQUALIZATION & REVIEW**

<b><u>Board Member</u></b>	<b><u>Appt. Date</u></b>	<b><u>Term</u></b>	<b><u>District</u></b>	<b><u>Exp. Date</u></b>
Michael Norton (resigned)	03/11	2	1	04/01/2013
Bertha Bell	04/12	2	2	04/01/2013
Willie L. Gore (resigned)	03/11	2	3	04/01/2013
Barbara Cumbee (resigned)	03/11	2	4	04/01/2013
Grace Beasley	03/11	2	5	04/01/2013

## RETURN THIS APPLICATION TO:

Deborah Gore, Clerk to the Board  
Post Office Box 249  
Bolivia, North Carolina 29422

Email Your Application To:  
dgore@brunscos.net  
Phone Number: 910-253-2017  
Fax Number: 910-253-2004

BRUNSWICK COUNTY  
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Brunswick County Board of Commissioners in considering his/her qualifications for appointment to boards or committees.

**PLEASE PRINT**

I am interested in serving on: The Board of Equalization and Review

Full Name: Christopher Steven Barbee

List complete address: (Please include street name, town, post office box number, all that is applicable)

1740 Sandalwood Drive SW  
Ocean Isle Beach, NC 28469

Home Phone: Area Code: 010 ) 579-8353 Mobile Number: (910) 443-9687

Email Address: chrisbarbee@atmc.net

Permanent Resident of Brunswick County [Yes] X [No] \_\_\_\_\_ How many years? 13

Registered to vote in Brunswick County [Yes] X [No] \_\_\_\_\_

Present Job/Employer Address: Retired

\_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Past Employment: Town of Sunset Beach (Fire Chief)

Educational Background/Experience/Training that would qualify for appointment:

As Fire Chief I spent a lot of time researching property to purchase land to build a new fire station. I have also monitored property values in my neighborhood and the surrounding areas. As far as board experience, I served on the Stanly County Child Fatality Task Force, which is by appointment from a County Commissioner.

Are you currently serving on any other Boards in Brunswick County: [Yes] \_\_\_\_\_ [No] X



Current Civic/Community Participation: Member of First Street Baptist Church of Shallotte

Do you anticipate any conflicts of interest if appointed? [No] X [Yes] \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Christopher S Barber  
Signature of Applicant

2-20-13  
Date

## RETURN THIS APPLICATION TO:

Deborah Gore, Clerk to the Board  
Post Office Box 249  
Bolivia, North Carolina 29422

Email Your Application To:  
dgore@brunscn.net  
Phone Number: 910-253-2017  
Fax Number: 910-253-2004

BRUNSWICK COUNTY  
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Brunswick County Board of Commissioners in considering his/her qualifications for appointment to boards or committees.

## PLEASE PRINT

I am interested in serving on: BOARD OF EQUALIZATION & REVIEW

Full Name: BOYD C. WILLIAMSON

List complete address: (Please include street name, town, post office box number, all that is applicable)

418 HAMILTON DR. BOLIVIA NC. 28422

Home Phone: Area Code: 910 842-9333 Mobile Number: 910 279-6596

Email Address: boydcwilliamson@yahoo.com

Permanent Resident of Brunswick County [Yes] X [No]      How many years? 52

Registered to vote in Brunswick County [Yes] X [No]     

Present Job/Employer Address: DALE HEAD ISLAND LIMITED  
SOUTHPORT NC. Fax Number ( )     

Past Employment: BRUNSWICK COUNTY GOVERNMENT 30 YEARS

Educational Background/Experience/Training that would qualify for appointment:


BA DEGREE TAX APPRAISAL & ADMINISTRATION COURSES

Are you currently serving on any other Boards in Brunswick County: [Yes] X [No]

Current Civic/Community Participation: PRES ETA OMEGA ALUMNI ASSN TIKA  
CHAPTER ADVISOR

Do you anticipate any conflicts of interest if appointed? [No] X [Yes] \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 2/25/13  
Signature of Applicant Date

## RETURN THIS APPLICATION TO:

Deborah Gore, Clerk to the Board  
Post Office Box 249  
Bolivia, North Carolina 29422

Email Your Application To:  
dgore@brunswickco.net  
Phone Number: 910-253-2017  
Fax Number: 910-253-2004

BRUNSWICK COUNTY  
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Brunswick County Board of Commissioners in considering his/her qualifications for appointment to boards or committees.

**PLEASE PRINT**

I am interested in serving on: the Board of Equalization

Full Name: Raymond E. Real

List complete address: (Please include street name, town, post office box number, all that is applicable)

380 Argonne Rd., Boiling Spring Lakes  
Mail address: Southport 28461-7830

Home Phone: Area Code: (910) 845-2500 Mobile Number: (910) 523-2140

Email Address: rreal@coastalappraisal.net

Permanent Resident of Brunswick County [Yes] ☒ [No] ☐ How many years? 20

Registered to vote in Brunswick County [Yes] ☒ [No] ☐

Present Job/Employer Address: Real Estate Appraiser  
address is same as above Fax Number ( ) N/A

Past Employment: 40 years as Residential and  
Commercial appraiser

Educational Background/Experience/Training that would qualify for appointment:

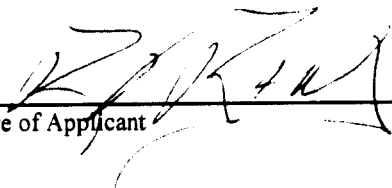
See attached qualifications

Are you currently serving on any other Boards in Brunswick County: [Yes] ☒ [No] ☐

Current Civic/Community Participation: BSL Board of Adjustment  
Citizens Academy - Sheriff's Dept.

Do you anticipate any conflicts of interest if appointed? [No] X [Yes] \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature of Applicant

Feb. 25, 2013  
\_\_\_\_\_  
Date

---

**RAYMOND F. REAL, GAA**  
**PRINCIPAL OFFICER OF**  
**COASTAL APPRAISAL SERVICES**

**APPRAISAL**

**AMERICAN ACADEMY of STATE CERTIFIED APPRAISERS**  
Charter Member

**NATIONAL ASSOCIATION of REALTORS**  
Designations **GAA & RAA**

**STATE-CERTIFIED GENERAL APPRAISER**  
State of North Carolina since 1990. License #A402  
Commonwealth of Massachusetts 1975-1995

**LICENSED REAL ESTATE BROKER**

State of **NORTH CAROLINA** since 1990. License #127921

**OTHER**

**BRUNSWICK COUNTY BOARD OF REALTORS**  
**BRUNSWICK COUNTY EMERGENCY SERVICES**  
**CHAMBER OF COMMERCE**  
**CITY OF BOILING SPRING LAKES** Board of Adjustment  
**TOWN OF OAK ISLAND** Storm Assessment Team

**APPRAISAL COURSES**

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Capitalization Theory & Techniques Part B  
Standards of Professional Practice  
Case Studies in Real Estate Valuation  
Report Writing & Valuation Analysis  
Plus numerous other income & commercial courses

**CONTINUING EDUCATION**

Current with all state, appraisal, and  
teaching organizations affiliated with.

**REGIONAL DIRECTOR OF REGION 2**

Appraisal Section of N.C. Association of Realtors,  
which includes ten counties in southeast North Carolina.

North Carolina Association of Realtors  
Appraisal Section, Vice President

**INSPECTION**

**COMMONWEALTH OF MASSACHUSETTS**  
Former Licensed Construction Supervisor 1975 - 1980  
Former Certified INSPECTOR of BUILDINGS 1972 - 1982  
U.S. Gov't. Department of Housing and Urban Development  
Authorized Inspector for MULTI-Family Construction

**EXPERT WITNESS**

Brunswick County Superior Court  
Brunswick County Civil District Court 13<sup>th</sup> Judicial District  
District Court of Berkshire County  
Gastonia District Court 27<sup>th</sup> Judicial District  
Massachusetts Probate Court  
North Carolina Property Tax Commission  
New Jersey Probate Court  
Superior Court of Brunswick County

**EDUCATION**

**BOSTON UNIVERSITY**  
Bachelor of Arts in **PHYSICS**  
**MASSACHUSETTS INSTITUTE OF TECHNOLOGY**  
Cambridge, Massachusetts  
Graduate work in **ENGINEERING**  
**SYRACUSE UNIVERSITY**  
Syracuse, New York  
Graduate work in **BUSINESS ADMINISTRATION**

**TEACHING**

**REAL ESTATE EDUCATORS ASSOCIATION**  
Former Member

**NATIONAL ASSOCIATION of REALTORS**  
Certified Instructor

**FORMER CERTIFIED N.C. STATE INSTRUCTOR** for  
Residential and Commercial Appraisal Courses  
Real Estate Salesman and Brokerage Courses

**BERKSHIRE COMMUNITY COLLEGE**  
Pittsfield, Massachusetts

**BRUNSWICK COMMUNITY COLLEGE**  
Supply, North Carolina

**CAPE FEAR COMMUNITY COLLEGE**  
Wilmington, North Carolina

**CENTER FOR FINANCIAL STUDIES** at Fairfield University  
Fairfield, Connecticut

**NORTHWESTERN CONNECTICUT**  
**COMMUNITY COLLEGE**  
Winsted, Connecticut

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**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**BRUNSWICK COUNTY MARINE FISHERIES ADVISORY BOARD**

<b><u>Board Member</u></b>	<b><u>Appt. Date</u></b>	<b><u>Term</u></b>	<b><u>District</u></b>	<b><u>Exp. Date</u></b>
Potts, Mike	06/12	2	1	07/01/2014
Edwards, Melba	09/12	2	2	08/01/2014
Martin, Marvin	03/11	2	3	02/01/2013
Beasley, Alan	03/11	2	4	02/01/2013
Jones, Elgie	02/12	2	5	02/01/2014

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS**

**BRUNSWICK COUNTY NURSING HOME AND ADULT CARE HOME  
COMMUNITY ADVISORY COMMITTEE**

<u>BOARD MEMBER</u>	<u>APPT. DATE</u>	<u>TERM</u>	<u>DISTRICT</u>	<u>EXP. DATE</u>
Willie Richardson	06/12	3	1	07/01/2015
Carol W. Sutter	07/12	3	2	09/01/2013
Arlene Rushin	12/10	3	3	01/01/2014
<u>Joseph Butler (resigned)</u>	02/10	3	4	02/01/2013
Vince Musilli (Chairman)	10/11	3	5	11/01/2014
Cenetta Lee	06/12	3	at-large	02/01/2013
<u>Jane Ivey (resigned)</u>	09/10	3	at-large	07/01/2015
Laura Liggett (Vice-Chair)	06/09	3	at-large	07/01/2015
<u>Helen Clark (resigned)</u>	01/12	3	at-large	02/01/2013
Shirley Dowd	05/10	3	at-large	07/01/2013



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## RETURN THIS APPLICATION TO:

Deborah Gore, Clerk to the Board  
Post Office Box 249  
Bolivia, North Carolina 29422

Email Your Application To:  
[dgore@brunswickco.net](mailto:dgore@brunswickco.net)  
Phone Number: 910-253-2017  
Fax Number: 910-253-2004

BRUNSWICK COUNTY  
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Brunswick County Board of Commissioners in considering his/her qualifications for appointment to boards or committees.

## PLEASE PRINT

I am interested in serving on: Nursing Home + Adult Care Home  
Community Advisory Committee

Full Name: Fauna Willetts Schaub

List complete address: (Please include street name, town, post office box number, all that is applicable)

918 Mill Creek Rd, SE, Bolivia, NC 28422

Home Phone: Area Code: (919) 253-6367 Mobile Number: (910) 297-7702

Email Address: fsdssboard@gmail.com

Permanent Resident of Brunswick County [Yes] ☒ [No] ☐ How many years?       

Registered to vote in Brunswick County [Yes] ☒ [No] ☐

Present Job/Employer Address: N/A

Fax Number ( )       

Past Employment: Comprehensive Home Health Care, Brunswick Co. DSS,  
Brunswick Co Health Dept., New Hanover Co DSS

Educational Background/Experience/Training that would qualify for appointment:

Master of Social Work - ECU

Bachelor of Social Science/Sociology - UNCW

Are you currently serving on any other Boards in Brunswick County: [Yes] ☐ [No] ☒

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Current Civic/Community Participation: Samaritan's Purse Operation Christmas  
Child Year Round Volunteer, Various Church Ministries

Do you anticipate any conflicts of interest if appointed? [No] ☒ [Yes] ☐

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Janna W Schaub  
Signature of Applicant

11/16/12  
Date